REAL ESTATE EXCHANGE AGREEMENT

Between

INDIAN RIVER COUNTY AND PARADISE CENTRAL CORPORATION

This Real Estate Exchange Agreement (Exchange) entered into this ____ day of October, 2018 between Indian River County, a political subdivision of the State of Florida ("the County") 1801 27th Street, Vero Beach, Florida 32960; and Paradise Central Corporation, 1570 56th Square West, Vero Beach, Florida 32966 ("Paradise").

WHEREAS, the County plans widening and improvements to the intersection of State Road 60 and 43rd Avenue that will require the utilization of part of Paradise's property located on the southwest corner of State Road 60 and 43rd Avenue, Vero Beach, Florida; and

WHEREAS, the County must acquire 4,140 square feet (0.095) Acres of land to be used as right-of-way along SR 60 and 43rd Avenue from Paradise; and

WHEREAS, the County owns a parcel of land (former Lennie's Lounge property) that is 6,098 square feet (0.14 acres) that lies adjacent to the Paradise property; and

WHEREAS, in order to mitigate the impacts of the loss of property due to the intersection expansion, the County has offered to exchange its Lennie's Lounge remainder property as part of an Agreement for the purchase of the needed Paradise property; and

WHEREAS, this Exchange is a part of that certain Purchase Agreement between Paradise and the Florida Department of Transportation (FDOT) dated September 20, 2018, attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the County and Paradise hereby agree to an exchange of portions of their respective properties; and

WHEREAS, each party is indivisibly seized of their respective parcel of property and shall convey marketable title to their respective parcel by County or warranty deed free of claims, liens, easements, and encumbrances, but subject to property taxes for the year of closing; and

WHEREAS, this Exchange Agreement is subject to final approval by the Indian River County Board of County Commissioners (BCC) through the adoption of a Resolution. Such an exchange is allowed under Section 125.37, Florida Statutes. Notice is required to be published once a week for two weeks before consideration by the BCC.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter, Paradise and the County agree as follows:

1. The above recitals are true and correct and incorporated by reference into this agreement.

- 2. As a part of the Purchase Agreement, the Paradise hereby agrees to convey to FDOT, 4,140 square feet (0.095 acres) of property identified as Parcel 101, depicted on the sketch and legal description attached and incorporated by reference as Exhibit B. Upon completion of the construction project, FDOT will in turn convey a portion of the right-of-way abutting 43rd Avenue to the County.
- 3. As a part of the Purchase Agreement, the County agrees to convey to Paradise, 6,098 square feet (0.14 acres) of property depicted on the legal description attached and incorporated by reference as Exhibit C.
- 4. The Parties acknowledge that there is a lease covering Parcel 101 that will be released by Paradise and the Tenant(s) prior to or on the Closing Date contemplated in the Purchase Agreement.
- 5. The parties agree to complete the Exchange on or before the Closing Date contemplated in the Purchase Agreement.
- 6. Each party shall convey marketable title to their respective parcels by County or warranty deed free of claims, liens, easements, encumbrances and property taxes prorated for the year of closing.
- 7. Each Party shall be responsible for preparation of its own Closing documents and each party shall hold any deed in escrow until the Closing Date.
- 8. FDOT shall pay the following expenses at Closing: The cost of recording the warranty deed from Paradise and any release or satisfaction(s) obtained by Paradise pursuant to the Agreement or this Exchange.
- 9. Paradise shall pay the following expenses at or prior to Closing:
 - a. Any and all taxes prorated to the Closing date.
 - b. All costs necessary to cure title defect(s) or encumbrances, other than the permitted exceptions, and

c. All costs to satisfy or release of record all existing mortgages, liens or encumbrances upon the Property conveyed to the FDOT.

- 10. In the event a dispute arises over this agreement, Paradise and County shall each pay their own attorneys' fees and costs.
- 11. This Exchange with its attachments and the Purchase Agreement constitute the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral.
- 12. The Parties agree that as a result of the taking of Paradise's property to be used as right-ofway for the Project, Paradise's resulting site design will be non-conforming with the

County's current Land Development Regulations. The site related non-conformities are approved through a cure site plan approved by the County pursuant to IRC Code §904.05(5). The property owner shall be responsible for construction of the improvements shown on the cure site plan within two years of the roadway work. The legal non-conformities established by the cure plan consist of parking, drainage, open space, traffic and landscaping related criteria. A sketch of the Paradise property after the right of way has been taken is attached as Exhibit "D" and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Exchange as of the date first set forth above.

Indian River County Board of County Commissioners

Peter D. O'Bryan, Chairman Date Signed:

Attest: Jeffrey R. Smith Clerk to the Board and Comptroller

By:

Deputy Clerk

Approved:

By:

Jason E. Brown County Administrator

Approved as to form and legal sufficiency:

William K. ĎeBraal Deputy County Attorney IN WITNESS WHEREOF, the undersigned have executed this Exchange as of the date first set forth above.

Paradise Central Corporation

By: Dan R. Bryant, President

Date Signed: <u>9-26-18</u>

Witness:

Corporate Seal:

Sign: Print name:

Witness:

Sign: <u>Ma</u> Print name:

STATE OF FLORIDA COUNTY OF Inclan River

The foregoing instrument was acknowledged before me this $\frac{212}{2000}$ day of <u>September</u>, 2018, by Dan R. Bryant, President, Paradise Central Corporation, with the full approval of its board and who is personally known to me or produced <u>FL driver's license</u> as identification.

NOTARY PUBLIC

H. Mozali

printed name: Commission No.: Commission Expiration:



NANCY H. MOSSALI Commission # FF 185404 Expires March 26, 2019 Bonded Thru Tray Fein Insurance 800-385-7019

SEAL:

	XHIBIT	<u>P BAIR</u>	an di kana mangana mang			
	STATE OF FLORIDA DEPARTMENT OF	TRANSPORTATION		DRB		
	PURCHASE AGRE	EMENT		575-030-07 RIG-FT OF WAY OGC - 10/16 Page 1 of 4		
Seller: Paradise Central Corporation, a F	DISTR FEDEL STATE COUN PARCE	RAL PROJECT NO.: ROAD NO.:	4317591 4 N/A 60 (20 th Stre Indian River 101 (Update			
Buyer: State of Florida, Department of Transportation Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:						
I. Description of Property Containing	4,140 square feet. See E	Exhibit "A", attached h	ereto and ma	de a part hereof.		
 (a) Estate Being Purchased: Fee Simple Permanent Easement Temporary Easement Leasehold (b) Real Property Described As: <u>Containing 4,140 square feet. See Exhibit "A"</u>, <u>attached hereto and made a part hereof.</u> (c) Personal Property: <u>None</u> (d) Outdoor Advertising Structure(s) Permit Number(s): <u>None</u> 						
Buildings, Structures, Fixtures and Other Improvements Owned by Others: <u>None</u> These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.						
II. PURCHASE PRICE (a) Real Property Land Improvements Real Estate Damages (Severance/Cost-to-Cure Total Real Property (b) Total Personal Property (c) Fees and Costs Attorney Fees Appraiser Fees N/A N/A	s) 4 5 6 7 -	\$ 0.00	<u>00,000.00</u> 90,000.00 12.750.00	INITIALS SELLER BUYER MA M MA M MA M MA M MA M MA M MA M MA		
Engineer Total Fees and Costs (d) Total Business Damages (e) Total of Other Costs List: N/A N/A Total Purchase Price (Add Lines 4, 5, 9, 10 Total Global Settlement Amount	9. 14 1		53,930.00 56,680.00 56,680.00	ous per		
 (f) Portion of Total Purchase Pric Amount to be paid to Seller by (g) Portion of Total Purchase Pric Amount to be paid to Seller by of possession 	y Buyer at Closing e or Global Settlement		56,680.00	ONB /Jem		



III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section 1 of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (I) Other: <u>Buyer and Seller agree that all fees and costs, or business damage claims associated with this agreement</u> are identified in Section II of this agreement.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

 \square There is an addendum to this agreement. Page <u>4</u> is made a part of this agreement. \square There is not an addendum to this agreement.



VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

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Type or Print Name and Title

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711**, Florida Statutes. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seiler(s) MIL Sommet	9/1/18	Buyer	
Signature	Date	State of Florida Department of Transpo	ortation
Dan R. Brygut Type or Print Name	a di ka	BY: Signature	9/23/18 Date
Signature	Date	Josh Miller, Deputy R/W Manager-Proc Type or Print Name and Title	duction
Type or Print Name VII. FINAL AGENCY ACCEPTANCI The Buyer has granted Final Age		sday of,	
BY: Signature		Susan Day, District R/W Manager Type or Print Name and Title	
Legal Review: Menila	Hann		<i>8/24/18</i> Date
Shenika L. Harris, Esq., Senior Attorne	y, District Four		

EXHIBIT "A"

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Item/Segment No. 4317591 Section 88060-2526 04-15-16

Parcel No. 101

Fee Simple Right of Way

State Road 60

Indian River County

Description

A portion of Tract 9, INDIAN RIVER FARMS CO., according to the plat thereof, as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Florida and a portion of Lot 26, PINEWOOD SUBDIVISION, as recorded in Plat Book 2, Page 89 of the Public Records of Indian River County, Florida, lying in Section 4, Township 33 South, Range 39 East, as shown on Sheets 3 and 8 of the Florida Department of Transportation Right of Way Map for Item/Segment No. 4317591, Section 88060-2526, being more particularly described as follows:

Commence at a PK nail, found marking the East One-Quarter (E 1/4) Corner of Section 4, also being a point on the Baseline of Survey of County Road 611 (43rd Avenue); thence North 00°00'25" East along the East line of said Section 4 and said Baseline of Survey of County Road 611 (43rd Avenue), a distance of 30.00 feet to a point on the Baseline of Survey of State Road 60 (20th Street); thence North 89°19'17" West along said Baseline of Survey of State Road 60 (20th Street), a distance of 319.24 feet; thence South 00°40'43" West along a line at a right angle to the previously described course, a distance of 80.00 feet to the intersection of the Southerly Existing Right of Way line of said State Road 60 (20th Street) and the Easterly Existing Right of Way line of 44th Avenue and the POINT OF BEGINNING; thence South 89°19'17" East along said Southerly Existing Right of Way line of State Road 60 (20th Street), a distance of 246.17 feet; thence South 00°01'01" West, a distance of 77.63 feet; thence North 89°19'17" West, a distance of 7.01 feet; thence North 00°01'01" East, a distance of 26.35 feet; thence North 44°45'01" West, a distance of 56.80 feet; thence North 89°31'04" West, a distance of 199.15 feet to a point on said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line, a distance of 12.10 feet to the POINT OF BEGINNING.

Containing 4,140 square feet, more or less.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ADDENDUM TO PURCHASE AGREEMENT

This Addendum to Purchase Agreement (Addendum) is made and entered into by and between <u>Paradise</u> <u>Central Corporation</u>, as "Seller" and the State of Florida Department of Transportation as "Buyer", for the acquisition of the real property identified as Parcel 101 and more particularly described in Exhibit "A" of the Agreement to which this Addendum is attached ("the Property").

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree to the following terms and conditions:

- Adjacent Indian River County (County) property known as the "Lennie's Remainder" will be conveyed to Paradise Central Corporation by County Deed. If the County fails to convey Lennie's Remainder, either party to this agreement, prior to closing, may void this agreement.
- Business damage claims previously submitted by Paradise Central Corporation and MacMillan Holdings, Inc. will be released/waived as a result of the settlement. Said Release from MacMillan Holdings, Inc. will be presented at the closing, or before.
- 3) Seller agrees to accomplish the following prior to the real estate closing:
 - a. Within <u>45</u> calendar days from the date of execution by Seller of the Purchase Agreement and this Addendum ("Removal Deadline"), Seller will remove the following items from the Parcel, (hereinafter referred to as the "work"):
 - i. One (1) lighted on-premise sign;
 - ii. Three (3) outside parking lot lights and poles;
 - iii. Fuel tank vent pipes and associated lines, and
 - iv. Any other incidental items connected with the on-premise sign, outside lighting and the fuel tank vent pipes, leaving the Parcel clear of all related above and belowground improvements.
 - b. Within <u>15</u> calendar days from the date of execution by Seller of the Purchase Agreement and this Addendum ("Permit Application Deadline"), Seller will apply for appropriate permit(s) necessary to accomplish the work in order to meet the Removal Deadline.
 - Seller shall add a note to the permit application(s) stating that the application(s) shall be immediately assignable to Buyer upon notification of such to the permitting agencies by Buyer.
 - ii. Seller shall provide Buyer with a copy of the permit application(s), including all supporting documents, within five (5) business days of date of application. Similarly, Seller shall provide copies to Buyer of any additional documents requested by and submitted to the permitting agencies within five (5) business days of request and submittal.
- 4) If Seller does not apply for the permit(s) necessary to accomplish the work by the Permit Application Deadline (<u>15</u> calendar days from the date of execution by Seller of the Purchase Agreement and this Addendum) or accomplishes the work by the Removal Deadline (<u>45</u> calendar days from the date of execution by Seller of the Purchase Agreement and this Addendum):
 - a. Seller herein authorizes Buyer and/or its duly authorized representative(s) to act as Seller's representative in Seller's stead, enabling Buyer to submit initial application(s) for or continue Seller's efforts to obtain permit(s) from the permitting agencies necessary to accomplish the work.



- b. Seller herein grants Buyer and/or its duly authorized representative(s) the right to enter upon Seller's remaining property for the purpose of accomplishing the work and performing any other activities that are reasonable and necessary in furtherance of completing the work.
- 5) Seller and Buyer agree to cooperate as necessary to ensure the work is accomplished. Therefore, Seller agrees to sign the permit application(s) and other documentation, if necessary, to grant approval for Buyer to accomplish the work.
- 8) Upon completion of the work, Seller shall provide Buyer with written notice (via e-mail or letter) of completion and sign off by the permitting agency.
- 7) All work, whether performed by Seller or Buyer, shall be done in a quality manner, in accordance with all applicable codes. Both the Parcel and Seller's remaining property shall be restored to a safe and sanitary condition upon work completion.
- 8) Seller indemnifies and holds Buyer harmless from any and all injury or damage resulting from the performance of the work by Seller and/or Seller's duly authorized representative(s).
- 9) The terms of this addendum shall survive the closing.

Selier: **Paradise** Central Corporation

Bva

Dan R. Bryant, President Printed Name and Title

Buyer: State of Florida Department of Transportation

R Josh Miller

Deputy R/W Manager-Production

Approved as to form by:

9/14/2018

Dawn Raduano Assistant General Counsel

EXHIBIT

Item/Segment No. 4317591 Section 88060-2526 04-15-16

Fee Simple Right of Way

Parcel No. 101

State Road 60

Indian River County

Description

A portion of Tract 9, INDIAN RIVER FARMS CO., according to the plat thereof, as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Florida and a portion of Lot 26, PINEWOOD SUBDIVISION, as recorded in Plat Book 2, Page 89 of the Public Records of Indian River County, Florida, lying in Section 4, Township 33 South, Range 39 East, as shown on Sheets 3 and 8 of the Florida Department of Transportation Right of Way Map for Item/Segment No. 4317591, Section 88060-2526, being more particularly described as follows:

Commence at a PK nail, found marking the East One-Quarter (E 1/4) Corner of Section 4, also being a point on the Baseline of Survey of County Road 611 (43rd Avenue); thence North 00°00'25" East along the East line of said Section 4 and said Baseline of Survey of County Road 611 (43rd Avenue), a distance of 30.00 feet to a point on the Baseline of Survey of State Road 60 (20th Street); thence North 89°19'17" West along said Baseline of Survey of State Road 60 (20th Street), a distance of 319.24 feet; thence South 00°40'43" West along a line at a right angle to the previously described course, a distance of 80.00 feet to the intersection of the Southerly Existing Right of Way line of said State Road 60 (20th Street) and the Easterly Existing Right of Way line of 44th Avenue and the POINT OF BEGINNING; thence South 89°19'17" East along said Southerly Existing Right of Way line of State Road 60 (20th Street), a distance of 246.17 feet; thence South 00°01'01" West, a distance of 77.63 feet; thence North 89°19'17" West, a distance of 7.01 feet; thence North 00°01'01" East, a distance of 26.35 feet; thence North 44°45'01" West, a distance of 56.80 feet; thence North 89°31'04" West, a distance of 199.15 feet to a point on said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line of 44th Avenue; thence North 00°01'01" East along said Easterly Existing Right of Way line, a distance of 12.10 feet to the POINT OF BEGINNING.

Containing 4,140 square feet, more or less.



CUNNINGHAM & DURRANCE Consulting Engineers, Inc. 400 Executive Center Drive, Suite 108 West Palm Beach, Fl. 33401 Telephone (561) 689-5455 Fax (561) 640-7815 E-mail CDCONENG@AOL.COM

EXHIBIT "C"

Legal Description of Lands to be Conveyed by Indian River County to Paradise Central Corp.

A Parcel of Land lying in Section 4, Township 33 South, Range 39 East, being a Portion of Lot 26 of the Plat of Pinewood Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Page 89 of the Public Records of Indian River County, Florida, together with a portion of Tract 9, Indian River Farms Co., according to the Plat thereof as recorded in Plat Book 2, Page 25 of the Public Records of St. Lucie County, Fl., being more particularly described as follows:

Commencing at the Southeast Corner of Lot 25, Pinewood Subdivision, according to the Plat thereof, As Recorded in Plat Book 2, Page 89, of the Public Records of Indian River County, Florida; Thence Northerly along the East line of said lot 25, North 00° 01' 01" East, (Basis of Bearings is the North Line of the SE ¹/₄ of Section 4, Township 33 South, Range 39 East, said line bears North 89° 19' 17" West as shown on the right of way map for State Road 60 (20th Street) Prepared by the Florida Department of Transportation, Section 88060-2526, last revised 4/27/2016) a distance of 30.48 feet to the Point of Beginning; From said Point of Beginning continue North 00°01' 01" East on the East line of said lot 25 a distance of 44.52 feet to the Northeast corner of said lot 25; Thence North 89° 19' 17" West on the North line of said Lot 25, a distance of 95.0 feet to the Southwest corner of lot 26 of said Pinewood Subdivision; thence North 00°01' 01" East along the West line of said lot 26 a distance of 5.64 feet, to the South line of land as conveyed from Warner S. Olds and Carol J. Olds to Paradise Central Corporation, a Florida Corporation, as recorded on July 26, 1994 in Official Records Book 1028, page 1175 of the Public Records of Indian River County, Florida; Thence along said South Line South 89° 56' 11" East, a distance of 160.98 feet to the corner of lands conveyed to Indian River County per Official Records Book 2254, page 2213 of the Public Records of Indian River County, Florida; Thence North 00°01' 01" East, parallel with the East Line of the Southeast ¼ of said Section 4, a distance of 24.14 feet; Thence South 89° 19' 17" East, a distance of 2.99 feet to a point on the right of way as described as Parcel 101, Item / Segment No. 4317591, Section 88060-2526, dated 04-15-16, for State Road 60, Indian River County, Florida, said Parcel being Exhibit "A" and "B", Said point also being on the North line of lands conveyed to the Florida Department of Transportation by the Board of Commissioners of Indian River County, Florida, according to Resolution No. 2017-126, as recorded in Official Records Book 3083, Page 1212 of the Public Records of Indian River County, Florida; Thence along the west right of way line of 43rd Avenue (County Road 611), per said Official Record Book 3083, Page 1212, for the next 3 courses, South 00° 01' 01" West, parallel with the East Line of the Southeast 1/4 of said Section 4, a distance of 33.21 feet, thence along said right of way line South 23°43' 57" East, a distance of 27.31 feet; Thence along said right of way line South 00°01' 01" West, parallel with the East Line of the Southeast ¹/₄ of said Section 4, a distance of 48.04 feet to the North Line of Said Lot 1 per said Plat Book 2, Page 89; thence North 89°35'



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48" West, along the North Line of Said Lot 1 of said Plat of Pinewood Subdivision, a distance of 52.33 feet to a point on the East line of lands as described in the Warranty Deed as Recorded in Official Records Book 287, Page 304 of the Public Records of Indian River County, Florida; thence North 00° 01' 01" East, along said West line, a distance of 30.48 feet; thence North 89° 19' 17" West, along the North line of lands conveyed per said Official Records Book 287, Page 304, a distance of 27.67 feet to the Point of Beginning.

Said Parcel contains 6,128 square feet, more or less, subject to an ingress egress easement per Official Records Book 287, Page 305 of the Public Records of Indian River County, Florida.

Surveyor's certification: Cunningham & Durrance Consulting Engineers, Inc. Florida Registration L.B.No.4502 400 Executive Center Drive, Suite 108 West Palm Beach, FL. 33401 (561) 689-5455

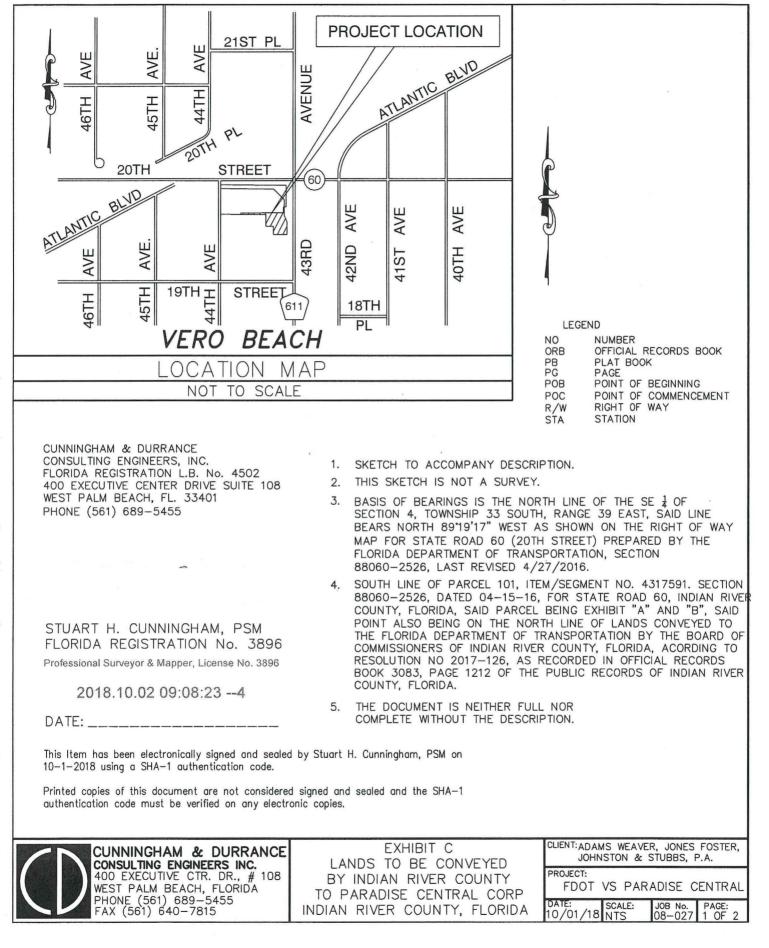
Stuart H. Cunningham, PSM Florida Registration No. 3896 Professional Surveyor & Mapper, License No. 3896

2018.10.02 09:09:33 --4

Date:

This item has been electronically signed and sealed by Stuart H. Cunningham, PSM on 10-2-2018 using a SHA-1 authentication code.

Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified.



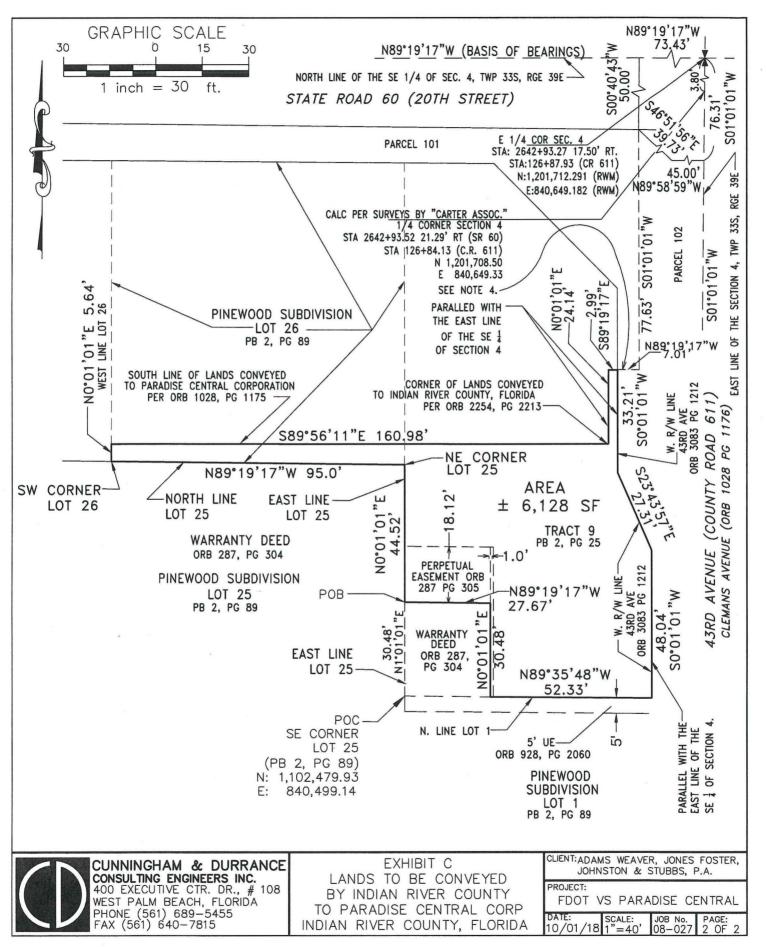
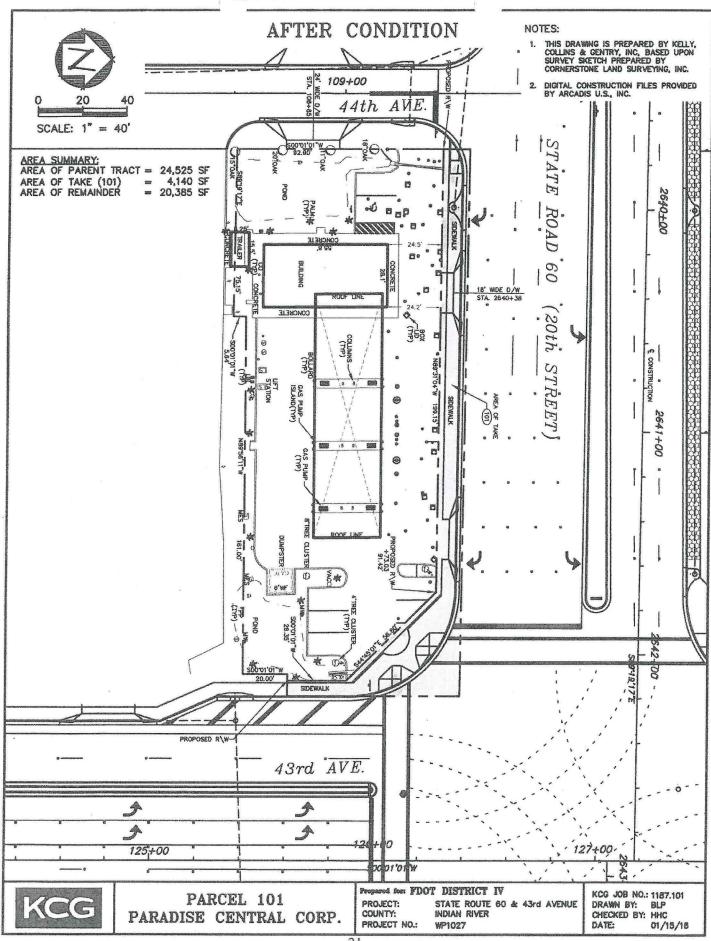


Exhibit _____



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