

AMENDMENT NO. 2 TO LEASE

(COUNCIL TOWERS SOUTH)

This Amendment No. 2 to the Lease dated July 9, 1976, and amended May 8, 2018, is entered into as of February 1, 2020 ("**Amendment No. 2**"), between the **CITY OF MIAMI BEACH**, a Florida municipal corporation ("**City**" or "**Lessor**"), and **EHDOC COUNCIL TOWERS LIMITED PARTNERSHIP**, a Florida limited partnership ("**Tenant**").

WITNESSETH:

WHEREAS, the City and Senior Citizens Housing Development Corporation of Miami Beach, a District of Columbia corporations ("**Original Lessee**") entered into a **Lease Agreement** dated July 9, 1976 and recorded on March 8, 1978 in O. R. Book 9967, Page 193 of the public records of Miami-Dade County, Florida ("**Public Records**"); and

WHEREAS, on or about March 8, 1978, the Original Lessee assigned the Lease Agreement to The Miami Beach Senior Citizens Housing Development Corporation, Inc., a non-profit Florida corporation ("**Lessee**"), and such assignment was duly recorded in O.R. Book 9967, Page 230 of the Public Records ("**Assignment of Lease**"); and

WHEREAS, Lessor and Lessee and have executed that certain Amendment No. 1 to Lease Agreement on or about May 8, 2018 ("**Amendment No. 1**"); and

WHEREAS, Lessee has assigned the Lease to EHDOC Council Towers Limited Partnership, a Florida limited partnership ("**Tenant**") by an Assignment and Assumption Agreement dated as of February 1, 2020 and recorded simultaneously herewith (the Lease Agreement, Assignment of Lease, Amendment No. 1, and Assignment and Assumption Agreement collectively referred to herein as the "**Lease**"); and

WHEREAS, the City and Tenant desire that the Tenant may obtain a mortgage loan from Greystone Servicing Company LLC, a Delaware limited liability company ("**Lender**") in the sum of approximately \$30,000,000.00 ("**Mortgage Loan**") to be secured by a leasehold mortgage and which Mortgage Loan will be insured by the U. S. Department of Housing and Urban Development ("**HUD**") under the provisions of Section 221(d)4 of the National Housing Act, and the Regulation thereunder; and

WHEREAS, Lender is unwilling to make, and HUD is unwilling to insure the Mortgage Loan unless Lessor and Tenant agree to amend the Lease to satisfy certain requirements of HUD and Lender; and

WHEREAS, the HUD requirements include extending the expiration date of the Lease to July 8, 2076, amending certain HUD requirements in Section 34 of the Lease and consenting to the Lease.

NOW THEREFORE, the Lessor and Tenant for and in consideration of the mutual covenants, agreements and undertakings herein contained, do by these present mutually covenant and agree to amend the Lease, as follows:

I. **Recitals**. The recitals to this Amendment No. 2 are incorporated by reference as if fully set forth herein. Lessee warrants and represents that the recitals to this Amendment No. 2 are true and correct

II. **Amendments**. The Lease is hereby amended as follows;

1) **Term of Lease**. The third paragraph of the Original Lease is hereby deleted and replaced in its entirety with the following:

To have and to hold the demised premises for a term to commence upon the date of execution of this Lease, and terminate at midnight on July 8, 2076, unless sooner terminated as hereinafter provided, or extended as provided for herein.

2) **Tenant's Right to Renew**. Section 25 of the Original Lease as amended by Article X of Amendment No. 1 are hereby deleted and Section 25 is replaced in its entirety by the following:

This Lease as amended by Amendment No. 1 and Amendment No. 2, shall terminate on July 8, 2076. Upon termination the Tenant shall have no option to renew the Lease.

3) **HUD Section 207 Requirements**. Section 34 of the Lease is hereby deleted and replaced in its entirety by the Lease Addendum – Multifamily (form HUD – 2070M) which is attached hereto as Exhibit “A” and made a part thereof as though fully written therein.

III. **Ratification of Lease**. Except as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease, the provisions of this Amendment No. 2 shall govern.

IV. **No Default**. Each of Lessor and Tenant hereby represent, warrant and stipulate to, that as of the Effective Date: (a) neither party claims nor believes the other party is in default under the Lease; (b) neither party has any knowledge of any condition or occurrence of any event which would with notice and/or the passage of time constitute a default by either Tenant or Lessor under the Lease or otherwise; and (c) Tenant has no charge, lien, claim or offset under the Lease or otherwise, against Annual Rent or other charges due or to become due thereunder.

V. **Counterparts**. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment No. 2 any signatures thereof shall be considered for all purposes as originals.

VI. **Recording**: This Amendment No. 2 shall be recorded in the Public Records after the Assignment and Assumption Agreement referenced herein.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

BY LESSOR:

CITY OF MIAMI BEACH

Rafael Granado, CITY CLERK

Dan Gelber, MAYOR

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Mayor Dan Gelber and Rafael Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this _____day of _____, 2020.

My Commision Expires:

Notary Public, State of Florida at Large
Commission No:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney _____
Date

BY TENANT:

Attest:

EHDOC Council Towers Limited Partnership,
a Florida limited partnership

Print Name

By: EHDOC Council Towers II Charitable Corporation,
a Florida not-for-profit corporation, its General Partner

By: _____

Name: Steve Protulis

Title: Director

STATE OF FLORIDA)

) ss:

COUNTY OF)

Sworn to and subscribed before me this ____ day of _____, 2020, by Steve Protulis, as Director of EHDOC Council Towers II Charitable Corporation, a Florida not-for-profit corporation, the General Partner of EHDOC Council Towers Limited Partnership, a Florida limited partnership, on behalf of the company and the partnership.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires:

Notary Public, State of Florida at Large
Commission No.:

EXHIBIT A

HUD LEASE ADDENDUM - MULTIFAMILY

Lease Addendum - Multifamily

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

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Project Name: Council Towers Seniors Apartment Homes
HUD Project No: 066-35353

THIS **LEASE ADDENDUM - Multifamily** ("**Lease Addendum**") is attached to and made part of that certain **Lease Agreement** entered into on the 9th day of July, 1976, between the City of Miami Beach, Florida, a municipal corporation ("**Landlord**") and Senior Citizens Housing Development Corporation of Miami Beach, Inc., a District of Columbia corporation ("**Original Lessee**") recorded March 8, 1978 in O.R. Book 9967, Page 193 in the Public Records of Miami-Dade County, Florida, as assigned to Miami Beach Senior Citizens Housing Development Corporation, Inc., a non-profit Florida corporation ("**Assignee**") by **Assignment of Lease** dated July 9, 1976, recorded on March 8, 1978 in O.R. Book 9967, Page 230 of said Public Records, as amended by **Amendment No.1 to Lease Agreement (South Tower)** dated May 8, 2018 and recorded on _____, 2020 in O.R. Book _____, Page _____ of the Public Records, and then further assigned to EHDOC Council Towers limited partnership, a Florida limited partnership ("**Tenant**") by Assignment and Assumption Agreement recorded on _____, 2020 in O.R. Book _____, Page _____ of the Public Records (Landlord and Tenant collectively referred herein as the "**Parties**") (the Lease Agreement, Assignment of Lease, Amendment No. 1 to Lease Agreement and Assignment and Assumption Agreement collectively referred to herein as the "**Lease**").

The Lease Addendum is required in connection with a mortgage loan insured by the U.S. Department of Housing and Urban Development ("**HUD**") for multifamily projects pursuant to the National Housing Act, as amended, found at 12 U.S.C. § 1701, *et seq.* ("**Act**"), and made by the following HUD-approved lender, Greystone Servicing Company LLC, a Delaware limited liability company ("**Lender**"). The insured loan is secured by a Security Instrument on the leasehold estate set forth in the Lease.

The definition of any capitalized term or word used in this Lease Addendum and not otherwise defined can be found in the Security Instrument and/or Note between Lender and Tenant; or the Regulatory Agreement between Tenant and HUD. The terms "HUD" and "Lender" as used in the Lease Addendum shall also include their successors and assigns, and the Tenant is the same legal entity as the Borrower under the Security Instrument. All references to "days" in this Lease Addendum shall mean calendar days.

Notwithstanding anything else in the **Lease** to which this Lease Addendum is attached, and for valuable consideration, the receipt and sufficiency of which the Parties hereto hereby acknowledge and agree, and to induce the Lender to make the Loan to the Tenant described in the Security Instrument, and to induce HUD to insure said Loan, so long as this leasehold estate is subject to a security instrument insured, reinsured, or held by HUD or given to HUD in connection with a resale, or the Property is acquired and held by HUD because of a default under the Security Instrument, Landlord and Tenant acknowledge and agree to the following provisions:

The leasehold estate consists of the legally described air rights and easements appurtenant thereto and includes all buildings, improvements, alterations, and fixtures now or in the future located on the legally described air rights and easements appurtenant thereto. The Tenant does not own any of the buildings, improvements, alterations or fixtures. As such, the term “**Property**” means the legally described air rights and easements appurtenant thereto in the Lease including the buildings, improvements, alterations and fixtures now or in the future located on the air rights and easements appurtenant thereto.

1. Compliance with HUD Requirements. Pursuant to the Act, the following provisions may not be waived under any circumstances, whether for a new lease or an existing lease:

- (a) the term of the Lease and other Lease provisions comply with the section of the Act and related federal regulations under which the Note is endorsed for mortgage insurance;
- (b) the Landlord owns the Property in fee simple, and the leasehold estate is directly by the Landlord to the Tenant;
- (c) the leasehold estate underlying the Lease constitutes a mortgageable real property interest under state law;
- (d) the Lease and related Lease documents do not conflict with any Program Obligations^[1] promulgated by HUD with respect to such mortgage insurance; and
- (e) all ground rent amounts have prior written approval by HUD.

2. Modifications. The Lease and this Lease Addendum shall not be modified without the written consent of HUD and Lender. Modifications of the Lease and this Lease

^[1] “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Lease Addendum rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at www.hud.gov.

Addendum that are not authorized in writing by HUD and Lender are void and unenforceable.

3. **Conflict Provision.** The provisions of this Lease Addendum benefit Lender and HUD and are specifically declared to be enforceable against the parties to the Lease and all other persons by Lender and HUD. In the event of any conflict, inconsistency or ambiguity between the provisions of this Lease Addendum and the provisions of any other part of the Lease, the provisions of this Lease Addendum shall prevail and control.
4. **Recording.** The full Lease agreement and incorporated HUD Lease Addendum, or a memorandum of lease (if permitted under state law), must be recorded in the applicable land records office. If a memorandum of lease or a short form lease is to be recorded, it must set forth the following information, in addition to compliance with state law requirements:
 - (a) names of the Parties;
 - (b) legal description;
 - (c) term and renewals;
 - (d) reference to the HUD Lease Addendum; and
 - (e) Intentionally Omitted.
5. **Estoppel Certificate.** As a condition of HUD's acceptance of a lease transaction, an estoppel certificate identifying the Lease documents and signed by the Landlord, dated within thirty (30) days of the Note endorsement, must be provided to Lender and HUD at closing. The Landlord must confirm in writing to Lender and HUD that the Security Instrument is authorized, the Lease is in full force and effect, there are no defaults or pending defaults under the Lease or conditions that would give rise to defaults given the passage of time, and that the description of the Property is correct. The document must provide the language required by 24 CFR Section 200.62, and also include the "Warning" language found at the beginning of this Lease Addendum.

Upon a reasonable request from Tenant, Lender, or HUD, Landlord further agrees to promptly provide from time to time an estoppel certificate to confirm the terms of, and no default under, the Ground Lease.
6. **Consent for Mortgage.** Landlord agrees that the Tenant is authorized to obtain a loan, the repayment of which is to be insured by HUD and secured by the Security Instrument on this leasehold estate. The Tenant is further authorized to execute all documents necessary as determined by HUD and otherwise to comply with Program Obligations for obtaining such an insured loan.
7. **Intentionally Omitted.** (HUD Option to Purchase.)
8. **Conveyance by Tenant.** If approved in writing by HUD in advance, the Tenant may convey, assign, transfer, lease, sublease or sell all or any part of its leasehold interest in the Property without the need for approval or consent by any other person or entity.

9. Insurance.

- (a) Insurance policies shall be in an amount, and with such company or companies and in such form, and against such risks and hazards, as shall be approved by Lender and HUD.
- (b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant to Lender.

10. Condemnation.

- (a) If all or any part of the Property shall be taken or damaged by condemnation, that portion of any award attributable to the Tenant's interest in the Property or leasehold estate or damage to the Tenant's interest in the Property or leasehold estate shall be paid to Lender or otherwise disposed of as may be provided in the Security Instrument. Any portion of the award attributable solely to the Landlord's interest shall be paid to the Landlord. After the date of taking, the annual rent or air rights rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the Property as established by the amount HUD is to pay, as set forth in Section 7 of this Lease Addendum.
- (b) In the event of a negotiated sale of all or a portion of the Property, in lieu of condemnation, the proceeds shall be distributed and annual rent or air rights rent reduced as provided in cases of condemnation above, but the approval of HUD and Lender shall be required as to the amount and division of the payments to be received.

11. Tenant Default on Lease; Cure Rights; Termination.

The Landlord may terminate the Lease prior to the expiration day of the full term of this Lease ("**Expiration Date**") after a Tenant default under this Lease ("**Lease Event of Default**"), but only under the following circumstances and procedures.

- (a) If any Lease Event of Default shall occur, then and in any such event, the Landlord shall at any time thereafter during the continuance of such Lease Event of Default and prior to any cure, give written notice of such default(s) ("**Notice of Default**") to the Tenant, Lender, and HUD, specifying the Lease Event of Default and the methods of cure, or declaring that a Lease Event of Default is incurable. If the Lease Event of Default is a failure to pay money, the Landlord shall specify and itemize the amounts of such default. Failure to pay

money shall be specified as a separate default and not combined with a non-monetary Lease Event of Default.

- (b) Within sixty (60) days from the date of giving the Notice of Default to the Tenant, the Tenant must cure a monetary default by paying the Landlord all amounts specified in the Notice of Default and must cure any specified Lease Event of Default that is capable of being cured within such period.
- (c) During the period of one hundred-eighty (180) days commencing upon the date Notice of Default was given to Lender and HUD, Lender or HUD may:
 - (1) cure any Lease Event of Default; and
 - (2) commence foreclosure proceedings or institute other state or federal procedures to enforce Lender's or HUD's rights with respect to the leasehold estate.
- (d) If HUD or Lender commences foreclosure or other enforcement action within such one hundred-eighty (180) days, then its cure period shall be extended during the period of the foreclosure or other action and for 90 days after the ownership of the Tenant's rights under the Lease is established in or assigned to HUD or such Lender or a purchaser at any foreclosure sale pursuant to such foreclosure or other action. The transfer of the Tenant's rights under the Lease to Lender, HUD or purchaser, pursuant to such foreclosure or other action shall be deemed a termination of any incurable Lease Event of Default and such terminated Lease Event of Default shall not give the Landlord any right to terminate the Lease. Such purchaser may cure a curable Lease Event of Default within said ninety (90) days.
- (e) If the Tenant, Lender or HUD reasonably undertake to cure any Lease Event of Default during the applicable cure period and diligently pursues such cure, the Landlord shall grant such further reasonable time as is necessary to complete such cure. If after the expiration of all of the foregoing cure periods, no cure or termination of an existing Lease Event of Default has been achieved as aforesaid, then and in that event, the Lease shall terminate, and, on such date, the term of this Lease shall expire and terminate and all rights of the Tenant under the Lease shall cease. All costs and expenses incurred by or on behalf of the Landlord (including, without limitation, reasonable attorneys' fees and expenses) occasioned by any default by the Tenant under this Lease shall constitute additional rent hereunder. The Landlord shall have no right to terminate this Lease except as provided in this Section 11.

12. Lender/HUD Option for New Lease.

- (a) Upon termination of this Lease pursuant to Section 11 above, the Landlord shall immediately seek to obtain possession of the Property. Upon acquiring such possession, the Landlord shall notify HUD and Lender in writing. Lender

and HUD shall each have six (6) months from the date of receipt of such notice of acquisition to elect to take, as Tenant, a new lease on the Property.

- (b) Such new lease shall have a term equal to the unexpired portion of the term of this Lease immediately prior to such termination and shall, except as otherwise provided herein, be on the same terms and conditions as contained in this Lease, including without limitation, the option to purchase set forth under Section 7 above, except that Lender's or HUD's liability for rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to Lender or HUD within thirty (30) days after a request for such lease and shall deliver possession of the Property immediately upon execution of the new lease.
- (c) Upon executing a new lease, Lender or HUD shall pay to the Landlord any unpaid rent due or that would have become due under this Lease to the date of the execution of the new lease, including any taxes which were liens on the Property and which were paid by the Landlord, less any net rentals or other income which the Landlord may have received on account of the Property since the date of default under this Lease.

13. Landlord Cooperation for Needed Authorizations. The Landlord agrees that within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any Governmental Authority in connection with any work which the Tenant may do hereunder and will also join in any grants for easements for electric, telephone, telecommunications, cable, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the Property and if, at the expiration of such ten (10) day period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord, only to the extent that a public body as Landlord may do so within the exercise of its municipal powers and responsibilities.

14. Taxes. Nothing in this Lease shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord or any income excess profits or revenue tax, or any other tax, assessment charge or levy upon the rent payable by the Tenant under this Lease.

15. Notices. All notices, demands and requests which are required to be given by the Landlord, Tenant, Lender or HUD in connection with the Lease and this Lease Addendum shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

All notices shall be addressed as follows:

- If to Lender: Greystone Servicing Company LLC
Attn: General Counsel
419 Belle Air Lane
Warrenton, VA 20186
- If to HUD: Department of Housing and Urban Development
Attn: Legal Department
909 SE First Avenue, Suite 500
Miami, Florida 33131
- If to Tenant: EHDOC Council Towers Limited Partnership
Attn: Steve Protulis
1580 Sawgrass Corporate Pkwy, Suite 100
Fort Lauderdale, FL 33323
- If to Landlord: City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33140

16. No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with the fee estate in or ownership of the Property or any interest therein by reason of the fact that the same person or entity may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest therein and fee estate in or ownership of the Property. No such merger shall occur unless and until HUD specifically consents and agrees in writing to such merger.

17. HUD Consent to Lease Amendments and Assignments. Pursuant to Sections 20 and 34 of the Lease and Section IX of Amendment No. 1 to Lease Agreement (Council Towers South) HUD joins into this Lease Addendum to evidence HUD's consent to Amendment No. 1 and Amendment No. 2 to the Lease (Council Towers South) and the Assignment and Assumption Agreement. HUD and the parties hereto further agree that Section 34 of the Lease is hereby deleted in its entirety and replaced by this Lease Addendum.

18. HUD and Lender Consent to Addendum. HUD and Lender join into this Lease Addendum to signify their consent and approval of the modifications to the Lease, pursuant to this Lease Addendum.

(signatures appear on following pages)

Each signatory below hereby certifies that each of their statements and representations contained in the Lease and this Lease Addendum and all their supporting documentation thereto are true, accurate, and complete. This Lease Addendum has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Addendum as of the day and year first written above.

BY LESSOR:

Attest:

City of Miami Beach Florida

Rafael Grandado, CITY CLERK

Dan Gelber, MAYOR

Print Name

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2020, by Mayor Dan Gelber and Rafael Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 2020.

My Commission Expires:

Notary Public, State of Florida at Large
Commission No.:

BY TENANT:

Attest: EHDOC Council Towers Limited Partnership,
a Florida limited partnership

Print Name

By: EHDOC Council Towers II Charitable Corporation,
a Florida not-for-profit corporation, its General Partner

By: _____
Name: Steve Protulis
Title: Director

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Steve Protulis, as Director of EHDOC Council Towers II Charitable Corporation, a Florida not-for-profit corporation, the General Partner of EHDOC Council Towers Limited Partnership, a Florida limited partnership, on behalf of the company and the partnership.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires:

Notary Public, State of Florida at Large
Commission No.:

BY HUD:

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ACTING BY AND THROUGH THE SECRETARY

By: _____
Authorized Agent

STATE OF _____
COUNTY OF _____

Before me the undersigned authority, a notary public, of the state and county aforesaid, appeared, by means of physical presence or online notarization, _____, to me personally known and known to be the duly appointed authorized agent of the Secretary of the United States Department of Housing and Urban Development, who executed the foregoing instrument by virtue of the authority vested in him/her and acknowledged to me that he/she executed it voluntarily for the purposes stated therein on behalf of the Secretary of Housing and Urban Development this the _____ day of _____, _____.

Witness my hand and official seal or stamp.

Notary Public
Print Name: _____

My commission expires: _____

[Affix Notarial Seal]

BY LENDER:

Greystone Servicing Company LLC,
a Delaware limited liability company

By: _____
Lisa Anderson, Vice President

(Notary Acknowledgement appears on following page)

