

LEASE AND AGREEMENT
500 E. Walnut Street

THIS LEASE AND AGREEMENT, entered by and between the City of Columbia, Missouri, a municipal corporation of the State of Missouri, (hereinafter Lessor or City) and Regional Economic Development Incorporated, a Missouri corporation (hereinafter Lessee or REDI) effective on the date of the last signature herein:

WITNESSETH:

In consideration of the lease of real property, covenants and agreements contained herein, the parties agree as follows:

WHEREAS, Lessor is the owner of a parking facility located at 5th and Walnut Streets ("the Garage").

WHEREAS, approximately 10,000 square feet of space on the street level of the Garage along Walnut Street has been improved for use as office space.

WHEREAS, Lessee currently occupies approximately 5,954 square feet of the improved space and wishes to continue that occupation. This includes:

- Suite 102 – 2,354 square feet
- Suite 103 – 2,567 square feet
- Suite 105 – 1,033 square feet

(referenced herein as "the Leased Premises"), which represents 59.54% of the total office space available in the Garage.

WHEREAS, Lessee uses the Leased Premises for economic development, business recruitment, retention, and expansion, and small business/entrepreneurship assistance.

THEREFORE, Lessor and Lessee have agreed to enter into this lease for office space on the terms contained herein.

ARTICLE I. PREMISES

Lessor hereby leases to Lessee for its use approximately 5,954 square feet described above. Lessee takes the premises in "as is" condition.

ARTICLE II. OBJECTIVES AND PURPOSE OF LEASE

Section 2.01. Use of Leased Premises.

Lessee leases the premises described above for the continued purpose of economic development, business recruitment, retention, and expansion, and small business/entrepreneurship assistance.

Section 2.02. Prohibited Uses.

Lessee shall not use the Leased Premises for any purpose inconsistent or additional to the purposes stated above.

Section 2.02. Subleasing.

Lessee may not sublet or assign its lease interest without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor consents to sublease of office space within Suite 103 to the Small Business Administration (SBA), CMCA/Missouri Women's Business Center (MoWBC), and/or University of Missouri/Procurement Technical Assistance Program (PTAC) to serve as office space for these resource partners and their clients. Lessee may provide for a sublease to pay Lessor directly for use of the subleased space; however, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor the rental and fees provided for herein upon failure of the sub lessee to pay the same when due.

ARTICLE III. TERM AND COMPENSATION

Section 3.01. Term.

The initial term of this agreement shall commence on October 1, 2020 and expire on September 30, 2025 (60 months). Lessee may, at its option, renew the lease for one additional 60 month term ending on September 30, 2030. In order to exercise this option Lessee must notify Lessor of its intent to renew, in writing, at least 120 days in advance of the scheduled lease expiration date.

Section 3.02. Rent.

1. Initially, Lessee shall pay annual rent of:
 - \$10.00 per square foot for Suite 102;
 - \$7.50 per square foot for Suite 103
 - \$5.00 per square foot for Suite 105.
2. Based on the foregoing, total initial annual rent shall be \$47,958.00 and paid on a monthly basis of \$3,996.50 per month. Rent shall be due in advance on the first day of every month.

Section 3.03. Adjustment of Rents.

During the term of this agreement, the rate for rent may be increased up to 2% of the payment for the preceding year, effective October 1 of each year beginning in 2021. The notice of the amount of any increase shall be mailed or hand-delivered by the Lessor to Lessee to the address listed in Section 11.11 at least 30 days in advance of the increase being effective. The City's failure to provide notice 30 days prior to October 1 shall not prevent the City from increasing the rent, but shall cause a delay in the effective date of any increases until the first day of the month following the thirty-day notice period.

Section 3.04. Past Due Amounts.

A 1.5% per month Late Charge will be assessed on all rents that are over thirty (30) days past due.

ARTICLE IV. LESSEE'S OBLIGATIONS

Section 4.01. Alterations to Premises.

Any interior structural improvements are to be performed by Lessee at Lessee's expense and are to be approved by the City Manager in writing in advance of installation. Lessor may require architectural and space planning illustrations and plans prior to approval of any proposed improvement. Any architectural and space planning costs are the responsibility of Lessee.

Section 4.02. Lien Indemnification.

In the event any person or corporation shall attempt to assess a Mechanic's Lien against the Leased Premises, Lessee shall hold Lessor harmless from such claim, including the cost of defense.

Section 4.03. Mortgage of Leasehold Interest.

Lessee shall not mortgage or otherwise allow the placement of a lien on the Leased Premises.

Section 4.04. Ownership of Improvements.

Any building, fixture, structure, addition or improvement, excluding personal property, on the Leased Premises shall be the property of Lessor, as owner, subject only to the right of Lessee to use during the term of this Agreement and shall remain the property of Lessor thereafter with the sole right, title and interest thereto.

Section 4.05. Maintenance and Repair.

The use and occupancy of the Leased Premises by Lessee will be without cost or expense to Lessor except as stated herein. Exterior maintenance, roof repairs and structural components shall be the responsibility of Lessor.

Lessee shall be solely responsible for maintenance and repair cost of any improvements and facilities constructed by Lessee regardless of cost. Such responsibility shall extend to any and all lease improvements made by Lessee, including lighting and plumbing fixtures without limitation.

It shall be the sole responsibility of Lessee to maintain and repair the remaining improvements and facilities of the Leased Premises at Lessee's sole cost and expense up to \$1,000 annually. This repair cap of \$1,000 annually includes HVAC, lighting fixtures installed by Lessor, electrical and plumbing improvements installed by Lessor.

Lessee is responsible for routine operational costs including janitorial, paper supplies, and light bulb replacement. Lessor is not responsible for the cost of maintenance and repair of any personal equipment such as phones, copiers, computers, etc. used by Lessee's employees or anyone occupying or visiting through or with permission of Lessee or any sub lessee, except for such equipment provided by Lessor to those individuals who are employees of the City of Columbia. Lessor is not responsible for the cost of maintenance and repair of any wiring related to telephone, internet, cable television or similar facilities except for such equipment provided by Lessor to those individuals who are employees of the City of Columbia.

Lessee shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the premises. Lessee shall repair all damages to the Leased Premises caused by its employees, patrons, or its operation thereon or anyone occupying or visiting through or with permission of Lessee or any sub lessee.

Section 4.06. Utilities.

Utilities shall be paid by Lessee on separate meter basis, including, but not limited to, water, sewer, electricity, gas, telephone and internet. If any utility is not separately metered, then it shall be prorated, based on square footage of Lessee's occupation to total area served by the utility. Also, internet services will be paid by Lessee. Lessor may need periodic access to common area panels, if same exist, within the Leased Premises.

Section 4.07. Signs.

Lessee shall not erect, maintain, or display any billboards or signs unless approved in writing by the City Manager. The size, location and design of any billboards or signs shall be subject to the requirements of the City of Columbia Code of Ordinances. If approved, the cost of sign construction and placement shall be paid by Lessee.

Section 4.08. Nondiscrimination.

Lessee shall comply with federal, state and local laws related to Equal Opportunity. Lessee shall not discriminate based on race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

Section 4.09. Observance of Statutes, etc.

Lessee shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State, or Local statutes, ordinances, regulations, orders and standards applicable to Lessee or Lessor for the use of the Leased Premises.

Section 4.10. Employment Of Unauthorized Aliens Prohibited.

Lessee agrees to comply with Missouri State Statute section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

ARTICLE V. OBLIGATIONS OF LESSOR

Section 5.01. Ingress and Egress.

Upon paying the rental hereunder and performing the covenants of this Agreement, Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees.

Section 5.02. Construction by Lessor.

No facilities or improvements are to be constructed by Lessor under this Agreement.

ARTICLE VI. LESSOR'S RESERVATIONS

Section 6.01. Inspection of Leased Premises.

Lessor, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement.

ARTICLE VII. INDEMNITY AND INSURANCE

Section 7.01. Indemnification.

To the extent allowed by law, each party agrees to fully indemnify, and save forever harmless the other party, its agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defenses thereof, based on or arising out of claims for damages to property or injuries to persons, including wrongful death, or damages to the environment arising out of each party's use or occupancy of the Leased Premises; provided, however, that such party shall give to the other party prompt and reasonable notice of any such claims or actions, and such party shall have the right to investigate, compromise and defend the same; and provided

that such party shall not be liable for any claims, actions, injuries, damage or loss occasioned solely by any negligence or intentional acts of the other party, its agents or employees.

Nothing contained herein shall grant rights to any third parties or be deemed a waiver of any sovereign or other governmental immunities and defenses available to the parties.

Section 7.02. Public Liability Insurance.

Lessee shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the Lessor's review or acceptance of insurance maintained by Lessee is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Lessee under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. **Workers' Compensation & Employers Liability.** To the extent Lessee has any employees for which Workers' Compensation and Employers Liability insurance is applicable, Lessee shall maintain the insurance in this subsection: Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage and Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. **Commercial General Liability.** Lessee shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Lessee may satisfy the liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General. Lessee agrees to endorse Lessor as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

d. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Lessee and Lessor. Lessee is required to maintain coverages as stated and required to notify Lessor of a Carrier Change or cancellation within two (2) business days. Lessor reserves the right to request a copy of the policy.

e. The Parties hereto understand and agree that Lessor is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to Lessor, or its elected officials or employees.

f. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Lessee fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Lessor shall have the right to cancel and terminate this Agreement without notice.

g. The insurance required by the provisions of this article is required in the public interest and Lessor does not assume any liability for acts of Lessee and/or Lessee's employees and/or Lessee's subcontractors in the performance of this Agreement.

Section 7.03. Destruction of Premises - Termination.

If the building shall be damaged in such manner as to render it unusable in whole or in part, the rental provided to be paid under the terms of this Agreement shall be abated or reduced proportionately during the period from the date of such damage or destruction until the work of repairing, restoring or reconstructing said building or buildings is completed.

Section 7.04. No Waiver of Immunities.

In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

ARTICLE VIII. EVENTS OF DEFAULT BY LESSEE

Section 8.01. Events of Default by Lessee.

Each of the following events shall constitute an "Event of Default by Lessee":

1. Lessee fails to pay rentals, fees and charges when due, and such default continues for a period of ten (10) days after receipt of written notice from Lessor that such non-payment constitutes an event of default.
2. Lessee fails after receipt of written notice from Lessor to keep, perform or observe any term, covenant or condition of this Agreement, other than as set forth in subsection 1 (above) and such failure continues for thirty (30) days after such receipt, or if by its nature such Event of Default by Lessee cannot be cured within such thirty (30) day period, Lessee fails to

commence to cure or remove such Event of Default by Lessee within said thirty (30) days and to cure or remove same as promptly as reasonably practicable.

3. Lessee shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under another law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidation of all or substantially all of its property.
4. An Order for Relief shall be entered at the request of Lessee or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.
5. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Lessee and shall not be dismissed within thirty (30) days after the filing thereof.
6. By or pursuant to or under any legislative act, resolution or rule, or any order or decree of the City or any court or any governmental board or agency, if an officer, receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee and such possession or control shall continue in effect for a period of fifteen (15) days.
7. Lessee shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter other than through merger with a successor corporation.
8. The rights of Lessee hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in paragraph 3 through paragraph 7 above.

Section 8.02. Remedies for Lessee's Default.

1. Upon the occurrence of an Event of Default by Lessee, Lessee shall remain liable to Lessor for all arrearages of rentals, fees and charges payable hereunder and for all preceding breach(es) of any covenant herein contained. Lessor, in addition to the right of termination and to any other rights or remedies it may have at law or in equity, shall have the right of reentry and may remove all Lessee's persons and property from the leased

premises. Upon any such removal, Lessee's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an Event of Default by Lessee, either terminate this Agreement or relet the leased premises and any improvements hereof or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rentals, fees and charges and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make alterations, repairs or improvements on said leased premises. No reentry or reletting of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Agreement unless a written notice of such intention is given to Lessee. In reletting the leased premises, Lessor shall be obligated to make a good faith effort to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of Event of Default by Lessee.

2. Unless Lessor elects to terminate this Agreement, Lessee shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth hereinbefore.
3. In the event that Lessor relets the leased premises, rentals, fees and charges received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that portion of such rentals, fees and charges received from such reletting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during applicable period by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Lessee shall also pay to Lessor, as soon as ascertained, any costs and Expenses incurred by Lessor in such reletting not covered by the rentals, fees and charges received from such reletting.
4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between Lessor and Lessee with respect to any obligation or alleged obligation of Lessee to make payment(s) to Lessor, the payment(s) under protest by Lessee of the amount claimed by Lessor to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines all or any part of the protested payment was not due, then Lessor shall as promptly as reasonably practicable reimburse

Lessee any amount determined as not due plus interest on such amount at the highest rate allowable under applicable state law.

5. Lessee shall pay to Lessor all reasonable costs, fees, and expenses incurred by Lessor in the exercise of any remedy upon an Event of Default by Lessee.

ARTICLE IX. EVENTS OF DEFAULT BY LESSOR

Section 9.01. Events of Default by Lessor.

Each of the following events shall constitute an "Event of Default by Lessor":

1. Lessor fails after receipt of written notice from Lessee to keep, perform or observe any term, covenant or condition herein contained to be kept, performed, or observed by Lessor and such failure continues for thirty (30) days, or if by its nature such Event of Default by Lessor cannot be cured within such thirty (30) day period, Lessor fails to commence to cure or remove such Event of Default by Lessor within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.
2. Lessor terminates or otherwise fails to appropriate funds to fulfill its obligations under the separate Economic Development Agreement entered into between the City, the Columbia Chamber of Commerce, Boone County, the Curators of the University of Missouri, and REDI for the provision of economic development services by REDI in the Leased Premises,

Section 9.02. Remedies for Lessor's Defaults.

Upon the occurrence of an Event of Default by Lessor, Lessee shall have the right to suspend or terminate this Agreement and all rentals, fees and charges payable by Lessee under this Agreement shall abate during a period of suspension or shall terminate, as the case may be. In such event, Lessee shall vacate the Leased Premises and shall have no right to occupy the premises during any period during which lease payments have been suspended.

ARTICLE X. RIGHTS UNDER TERMINATION

Section 10.01. Fixed Improvements.

It is the intent of this Agreement that upon termination, the real estate, leasehold improvements and any alterations thereto shall be and remain the property of Lessor.

Section 10.02. Personal Property.

Prior to expiration, Lessee shall remove all personal property from the Leased Premises and restore the Leased Premises to its original condition. Upon termination of this Agreement other than expiration, Lessee shall, within thirty (30) days after termination, remove all personal property from the Leased Premises and restore the Leased Premises to its original condition. If Lessee fails to remove said personal property, said property may thereafter be removed by Lessor at Lessee's expense.

ARTICLE XI. GENERAL PROVISION

Section 11.01. Taxes.

It is understood that both Lessor and Lessee are tax exempt and no taxes are anticipated for Lessee's use of the Leased Premises. However, should a tax be imposed as a result of any activity or change in tax status of Lessee, Lessee shall pay any leasehold tax assessed and all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to Lessee located on the Leased Premises.

Section 11.02. Right to Contest.

Lessee shall have the right to contest the validity or amount of any tax, assessment or charge, lien, or claim of any kind in respect to the Premises. Lessee shall, if Lessor requires the same in writing and if the taxes or other assessments have not been paid under protest or otherwise escrowed or provided for, furnish reasonable security for the payment of all liability, costs and expenses at the end of the litigation, and Lessee, so long as the matter shall remain undetermined by final judgment, shall not be considered in default hereunder by the nonpayment thereof; provided, however, that Lessee shall not, under these provisions, permit the Premises or any buildings or improvements situated thereon, to be sold or forfeited, and failure by Lessee to do what is necessary to prevent any such sale or forfeiture within ten (10) days from the publication or receipt of notice for sale or forfeiture, shall be deemed to be a default hereunder, and Lessor may, at its option, pay any such sum as may be required to avoid the sale or forfeiture and seek reimbursement for its cost from Lessee.

Section 11.03. License Fees and Permits.

Lessee shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws and regulations insofar as they are necessary to comply with the requirements of this agreement and the privileges extended hereunder.

Section 11.04. Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

Section 11.05. Interpretations.

This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Boone County, Missouri.

Section 11.06. Non-Waiver.

No waiver of any condition or covenant in this instrument contained or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

Section 11.07. Severability.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.08. Binding Effect.

This lease, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 11.09. No Partnership.

Nothing contained in this Lease shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

Section 11.10. Duty to be Reasonable.

Wherever in this Agreement the Lessor is to give its consent, approval or otherwise exercise discretion in judgment, such consent, approval or judgment shall not be unreasonably exercised or unreasonably withheld.

Section 11.11. Notices.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

City Manager
Columbia City Hall – 2nd Floor
701 E. Broadway
Columbia, MO 65201

All payments required of Lessee by this Agreement shall be delivered by the due date to:

City of Columbia
PO Box 6912
ATTN: Treasury
Columbia, MO 65205

And notices, consents and approvals to Lessee addressed to:

REDI, Inc.
ATTN: Chair
500 E. Walnut
Columbia, MO 65201

or such place as either party shall, by written directive, designate in the manner herein provided.

Section 11.11. Amendment.

No amendment, addition to, or modification of any provision hereof shall be binding upon the parties, and neither party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable party or parties.

Section 11.12. Entire Agreement.

This Agreement represents the entire and integrated Agreement between the Parties relative to the Leased Premises. All previous or contemporaneous Agreement, representations, promises and conditions relating to the Leased Premises are superseded.

IN WITNESS WHEREOF, Lessee has caused this instrument to be executed on its behalf by its duly authorized officers and its corporate seal affixed and the City of Columbia, by ordinance of its City Council giving authority so to do, has caused this instrument to be executed by its City Manager on behalf and its corporate seal affixed, on the day and year set forth below. This instrument has been executed in duplicate.

LESSOR:
CITY OF COLUMBIA, MISSOURI 

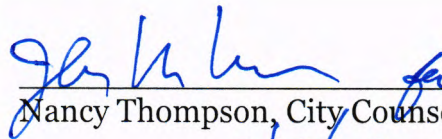
By: _____
John Glascock, City Manager

Dated: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:  _____
Nancy Thompson, City Counselor
8/7/20

LESSEE:
REGIONAL ECONOMIC DEVELOPMENT
INCORPORATED

By: _____
Matt Jenne, Chair

Dated: _____

ATTEST:

By: _____
Benjamin Ross, Secretary