

THE STATE OF TEXAS §
 §
 §
COUNTY OF FORT BEND §

**DEVELOPMENT AGREEMENT
(SPRING GREEN BOULEVARD ROUNDABOUT)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between Fort Bend County, Texas (hereinafter referred to as "the County"), a body politic acting herein by and through its Commissioners' Court, and NASH Cinco NW LLC, a Delaware limited liability company authorized to conduct business in the State of Texas (hereinafter referred to as "NASH")

WHEREAS, Spring Green Boulevard, Crossover Road and Katy Flewellen Road are public roads maintained by the County that currently intersect at location on land owned by NASH; and

WHEREAS, County proposes to construct a roundabout at Spring Green Boulevard and Katy Flewellen Road, and connect Crossover Road to Spring Green Boulevard (the "Project"); and

WHEREAS, NASH proposes to develop the Cinco Ranch Community adjacent to the roundabout (the "CNW Property"); and

WHEREAS, County and NASH agree that CNW Property will substantially benefit from the construction of the Project; and

WHEREAS, County has agreed to construct the Project and NASH agrees to: (a) dedicate right of way necessary to complete the Project; (b) construct certain roads within the CNW Property that connect to the Project; and (c) advance funds to the County as a contribution to the Project; and

WHEREAS, County has investigated and determined that it would be advantageous and beneficial to County and its citizens to participate in the construction of the Project, as provided herein; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, County and NASH agree as follows:

1. Description of Project. The Project consists of the construction of a roundabout at Spring Green Boulevard and Katy Flewellen Road, and the connections of Crossover Road and Cinco Trace Boulevard to Spring Green Boulevard, as described on Exhibit A attached hereto and incorporated herein for all purposes.

2. NASH's Responsibilities. NASH hereby agrees to perform the following:
- (a) Dedicate the right of way within the CNW Property for Spring Green Boulevard, Crossover Road and Katy Flewellen Road based on a mutually agreeable road configuration;
 - (b) Construct Cinco Trace Boulevard within the CNW Property to the limit of the Project;
 - (c) Advance funds for costs, as estimated and shown on Exhibit B attached hereto and incorporated herein for all purposes, to the County upon confirmation by the units and unit pricing listed in the final construction contracts for the Project, upon written confirmation from the County that the Project is ready to proceed, and within thirty (30) days prior to the start of construction, which include:
 - i. The prorate share of the Project based on the portion of the Project within the CNW Property; and
 - ii. One-half of the cost of realigned Crossover Road from the roundabout on Spring Green Boulevard westward to reconnect with the existing Crossover Road pavement, including design and construction expenses and based on the original length of Crossover adjoining the Cinco Ranch Community, as defined on the attached Exhibit B; and
 - (d) Additionally, County agrees to credit NASH's expenses for certain improvements against the amount of funds to be advanced as provided in 2(c) above, including the installation of landscaping, irrigation, lighting and maintenance of the roundabout, at an amount not to exceed the budgeted amount of \$48,500.00, allocated as follows:
 - i. \$35,000 for the planting and irrigation of the roundabout;
 - ii. \$8,000 to add four (4) decorative street lights consistent with the lights along the length of Cinco Trace; and
 - iii. \$5,500 for one year of maintenance including water and electrical.
3. County's Responsibilities. The County hereby agrees to perform the following:
- (a) Coordinate right of way dedication and abandonment with the affected property owners with the portion of Crossover Road to be abandoned more fully identified on attached Exhibit C;
 - (b) Construct the roundabout at Spring Green Boulevard and Katy Flewellen Road and connect Crossover Road to Spring Green Boulevard;
 - (c) Close certain portions of Crossover Road and Katy Flewellen Road, mutually agreeable by NASH and County; and
 - (d) Coordinate with affected dry utility companies for relocation of existing facilities within abandoned portions of Crossover Road and Katy Flewellen Road. However, County is not responsible for the cost associated with utility relocation.

- (e) Concurrent with the approval of this Agreement by the County, County further agrees to submit the plat of Section 19 of Cinco Ranch Northwest, or as promptly as possible upon NASH's delivery of said final plat to the County, for Commissioners Court approval.

4. Disclaimer/Waiver of Damages/Liability. (a) NASH acknowledges and agrees that County is not providing any guarantee, representation and/or warranty, and County hereby disclaims any guarantee, representation and/or warranty, of any work performed by County, or their agents, employees, representatives, contractors, subcontractors and/or designees, inconnection with the construction of the Project, in whole or in part.

(b) NASH acknowledges and agrees that County shall in no way be liable for any damages, if any, which may be sustained by the NASH and/or CNW Property, resulting, in whole or in part, directly or indirectly, from County's failure to complete the construction of the Project by any certain date and/or as set forth in this Agreement.

(c) NASH hereby releases County, its officers, agents, representatives and employees, from and against, and waives any and all rights to, any and all claims and/or demands for damages (personal or property), injury (including death), or otherwise, it/they may have with regard to the construction and/or completion of the Project and/or any other act and/or omission relating, directly or indirectly, to the Project, in whole or in part, as provided in this Agreement, except to the extent any such claims arise due to, or damages are caused by, solely and directly, the negligence or willful misconduct of County or its authorized officers, agents, representatives or employees.

5. PARTIES' ACKNOWLEDGEMENT OF COUNTY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/NASH'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) NASH ACKNOWLEDGES AND AGREES THAT THE CONTRIBUTION MADE BY NASH TO COUNTY, IN WHOLE OR IN PART, DOES NOT CONSTITUTE A:

- (I) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (II) VIOLATION OF THE TEXAS TRANSPORTATION CODE, AS IT EXISTS OR MAY BE AMENDED;**
- (III) NUISANCE; AND/OR**
- (IV) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW**

**AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE,
RULE AND/OR REGULATION.**

(b) NASH RELEASES COUNTY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) NASH WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST COUNTY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(d) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Project only. Further, this Agreement does not waive or limit any of the obligations of NASH to County under any other order whether now existing or in the future arising.

7. Default. In the event NASH fails to comply with any of the provisions of this Agreement within thirty (30) business days after NASH's receipt of written notice thereof from County, County shall have the following remedies in addition to County's other rights and remedies, at law or in equity:

(a) to file this instrument in the Real Property Records of Fort Bend County as a lien and/or encumbrance against NASH and/or the Property; and/or

(b) to refuse to accept any portion of any public improvements on the CNW Property and/or associated with the development of the CNW Property; and/or

(c) to refuse to finally accept the CNW Property and/or any portion thereof; and/or

(d) to seek specific enforcement of this Agreement.

In the event of County's default under this Agreement, NASH will be entitled to seek specific performance and/or any other remedy available to them at law or in equity.

8. Miscellaneous.

(a) Notice. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt

at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Fort Bend County Engineering
Attention: Richard W. Stolleis, P.E., County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Attention: Robert E. Hebert, County Judge
401 Jackson Street
Richmond, Texas 77469

If to NASH, to:

NASH CNW LLC
Attention: Alan F. Bauer
10940 West Sam Houston Pkwy, North, Suite 300
Houston, Texas 77064

(b) Assignment. This Agreement is not assignable by NASH without the prior written consent of County, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

(d) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and

necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(l) Sovereign Immunity. The parties agree that County has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(m) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

(n) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

(o) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of County and the NASH and/or its authorized representatives.

(p) NASH's Warranties/Representations. All warranties, representations and covenants made by NASH in this Agreement or in any certificate or other instrument delivered by NASH to County under this Agreement shall be considered to have been relied upon by County and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by County or on County's behalf.

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 4 and 5 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved: COUNTY PROJECT MANAGER



Richard W. Stolleis, P.E., County Engineer

NASH Cinco NW LLC,
a Delaware limited liability company:



By: Alan F. Bauer, Authorized Signatory

Date: 5/11/17

(q) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 4 and 5 herein are conspicuous, and the parties have read and understood the same.

(r) Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date executed by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

Attest:

Laura Richard, County Clerk

Approved: COUNTY PROJECT MANAGER

Richard W. Stolleis, P.E., County Engineer

NASH Cinco NW LLC,
a Delaware limited liability company:



By: Alan F. Bauer, Authorized Signatory

Date: _____



KLOTZ ASSOCIATES

160 Gray Avenue, Suite 500
 Houston, Texas 77058
 Phone: 281-548-1237 Fax: 281-548-1200
 Email: info@klotz.com
 Website: www.klotz.com

EXHIBIT A

SPRING GREEN ROUNDABOUT

PROJECT NO.	14-0000
DATE	SEPTEMBER 2015
SHEET NO.	1

EXHIBIT B				
PROPORTIONAL COSTS BREAKDOWN				
ITEM	UNIT	QTY	COST	TOTAL COST
SITE PREPARATION	AC	4	\$1,500.00	\$6,000
REMOVE EXISTING PAVEMENT	SY	667	\$8.00	\$5,333
ROADWAY EXCAVATION	CY	2,400	\$10.00	\$24,000
FLEX BASE (10")	SY	390	\$40.00	\$15,600
HMAC (2" TRANSITION)	TON	172	\$70.00	\$12,012
LIME (6%)	TON	102	\$150.00	\$15,244
LIME TREAT SUBGRADE (6")	SY	7,528	\$2.00	\$15,056
CONCRETE PAVEMENT (8IN)	SY	6,456	\$50.00	\$322,794
DRILL SHAFT (RDWY ILL POLE) (30IN)	LF	16	\$115.00	\$1,840
CONC BOX CULV (4FT X 2FT)	LF	430	\$200.00	\$86,000
REINFORCED CONCRETE PIPE (CL III)(24IN)	LF	436	\$90.00	\$39,240
REINFORCED CONCRETE PIPE (CL III)(36IN)	LF	85	\$100.00	\$8,500
TYPE "C" MANHOLE	EA	5	\$3,200.00	\$16,000
TYPE "B-B" INLET	EA	6	\$3,000.00	\$18,000
SET (TY II) (24IN) (RCP) (4:1)C	EA	1	\$1,000.00	\$1,000
MOBILIZATION	LS	1	\$94,000.00	\$94,000
BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6	\$1,800.00	\$10,800
CONCRETE PAVERS	SY	242	\$135.00	\$32,655
MONOLITHIC CURB & GUTTER	LF	2,790	\$8.00	\$22,320
MOUNTABLE CURB	LF	212	\$10.00	\$2,120
PED RAMPS (TY 2)	EA	4	\$1,440.00	\$5,760
PED RAMPS (TY 5)	EA	1	\$1,500.00	\$1,500
PED RAMPS (TY 7)	EA	2	\$1,600.00	\$3,200
PED RAMPS (TY 21)	EA	4	\$1,000.00	\$4,000
SMALL ROADSIDE SIGNS	EA	11	\$500.00	\$5,500
IN RD IL AM (TY SA) 50T-8 (400W) S	EA	2	\$2,900.00	\$5,800
CONDT (PVC) (SCH 80) (2")	LF	355	\$10.10	\$3,586
ELEC CONDR (NO. 8) BARE	LF	355	\$1.00	\$355
ELEC CONDR (NO. 8) INSULATED	LF	710	\$1.00	\$710
PAV MRK TY I (W) 4" (BRK)	LF	260	\$0.50	\$130
PAV MRK TY I (W) 4" (DOT)	LF	250	\$0.50	\$125
PAV MRK TY I (W) 4" (SLD)	LF	667	\$0.50	\$334
PAV MRK TY I (W) 12" (SLD)	LF	35	\$2.50	\$88
PAV MRK TY I (W) 24" (SLD)	LF	330	\$8.00	\$2,640
PAV MRK TY I (W) (ARROW)	EA	6	\$160.00	\$960
PAV MRK TY I (W) (DBL ARROW)	EA	6	\$300.00	\$1,800
PAV MRK TY I (W) 36" (YLD TRI)	EA	30	\$100.00	\$3,000
STABILIZED CONSTRUCTION ACCESS	EA	1	\$2,500.00	\$2,500
INLET PROTECTION BARRIER - STAGE 1	EA	10	\$400.00	\$4,000
INLET PROTECTION BARRIER - STAGE 2	EA	10	\$400.00	\$4,000
HYDRO-MULCH SEEDING	AC	0.22	\$2,450.00	\$539
REINFORCED FILTER FABRIC	LF	1,840	\$2.25	\$4,140
CONSTRUCTION TOTAL				\$803,181
ENGINEERING (10%)				\$80,318.09
PROJECT MANAGEMENT (2%)				\$16,063.62
CONSTRUCTION MANAGEMENT (3%)				\$24,095.43
MATERIAL TESTING (3%)				\$24,095.43
TOTAL PROPORTIONAL COSTS				\$947,753

EXHIBIT C

CINCO RANCH NW SECTION 19
1.680 ACRES
CROSSOVER ROAD ABANDONMENT

OCTOBER 28, 2015
JOB NO. 3552

DESCRIPTION OF A 1.680 ACRE TRACT OF LAND SITUATED
IN THE ALEX PHILIPS SURVEY, ABSTRACT NO. 300 &
THE JAMES CONNER SURVEY, ABSTRACT NO. 157
FORT BEND COUNTY, TEXAS

BEING a 1.680 acre (73,175 square feet) tract of land situated in the Alex Phillips Survey, Abstract No. 300 and the James Conner Survey, Abstract No. 157, both of Fort Bend County, Texas and being a portion of a called 492.046 acre tract of land as described in a deed to Nash Cinco NW, LLC recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2010082160, and a called 34.2300 acre tract of land as described in a deed to Live Oak Ranch, Inc. recorded under F.B.C.C.F. No. 2002107809, said 1.680 acre tract of land described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found for the northwest corner of said 492.046 acre tract, lying in the centerline of Flewellen Katy Road (60 feet wide) as recorded under Volume 31, Pages 247 & 249 of the Fort Bend County Deed Records;

THENCE, S 88°08'25" W, along the north line of said 492.046 acre tract, a distance of 277.02 feet to the **POINT OF BEGINNING** of the herein described tract, lying in a non-tangent curve to the right, from which its center bears S 86°23'47" W, 215.00 feet;

THENCE, over and across said 492.046 acre tract the following courses and distances:

In a Southerly direction, along said curve to the right, a distance of 28.08 feet, having a radius of 215.00 feet, a central angle of 07°28'58" and a chord which bears S 00°08'16" W, 28.06 feet to the southeast corner of the herein described tract;

S 88°01'44" W, a distance of 1,165.62 feet to the southwest corner of the herein described tract, and the beginning of a non-tangent curve to the left, from which its center bears N 12°58'23" W, 1,050.00 feet;

In an Easterly direction, along said curve to the left, at a arc distance of 121.67 feet passing the common line of said 492.046 acre tract and said 34.2300 acre tract, and continuing for a total distance of 231.31 feet, having a radius of 1,050.00 feet, a central angle of 12°37'19" and a chord which bears N 70°42'57" E, 230.84 feet to the northwest corner of the herein described tract;

THENCE, continuing over and across said 34.2300 acre tract the following courses and distances:

N 87°48'51" E, a distance of 941.08 feet to the northeast corner of the herein described tract;

S 10°58'11" E, a distance of 16.89 feet to the beginning of a tangent curve to the right;

CINCO RANCH NW SECTION 19
1.680 ACRES
CROSSOVER ROAD ABANDONMENT

OCTOBER 28, 2015
JOB NO. 3552

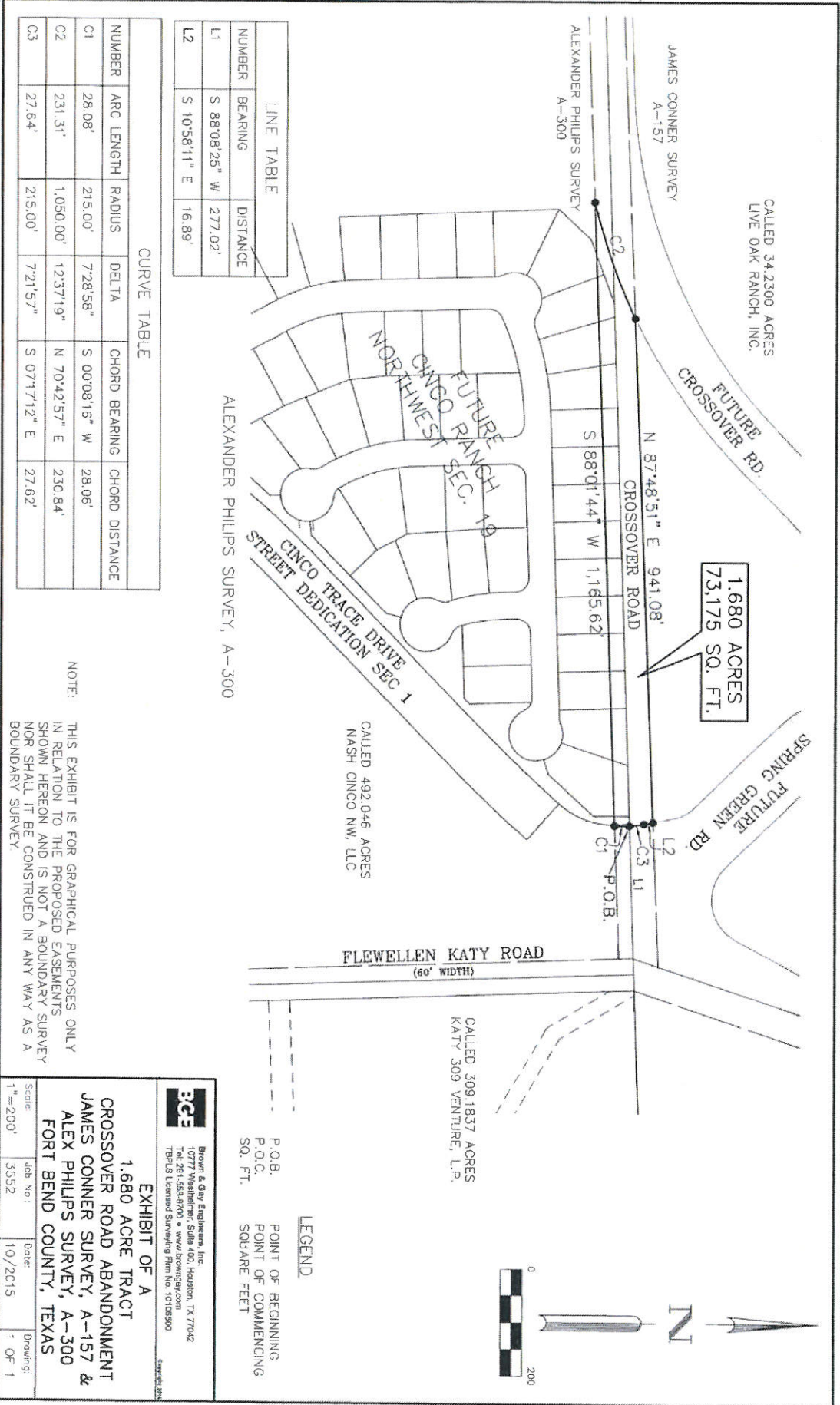
In a Southerly direction, along said curve to the right, a distance of 27.64 feet, having a radius of 215.00 feet, a central angle of $07^{\circ}21'57''$ and a chord which bears S $07^{\circ}17'12''$ E, 27.62 feet to the **POINT OF BEGINNING** and containing 1.680 acres (73,175 square feet) of land.

Bearing orientation is based on the Texas Coordinate System, South Central Zone 4204, NAD-83 and is referenced to monuments found along the north line of said 492.046 acre tract as cited herein.

The above description is not to be used as fee conveyance.



Glenn Fisher RPLS No. 4146
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 88°08'25" W	277.02'
L2	S 10°58'11" E	16.89'

CURVE TABLE			
NUMBER	ARC LENGTH	RADIUS	DELTA
C1	28.08'	215.00'	7°28'58"
C2	231.31'	1,050.00'	12°37'19"
C3	27.64'	215.00'	7°21'57"

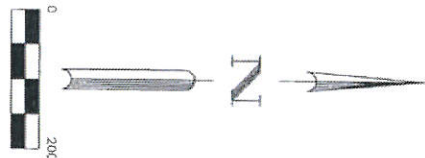
NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENTS SHOWN HEREON AND IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGE
Brown & Gay Engineers, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel: 281-558-8700 • www.browngay.com
TPELIS Licensed Surveying Firm No. 10108500

EXHIBIT OF A
1,680 ACRE TRACT
CROSSOVER ROAD ABANDONMENT
JAMES CONNER SURVEY, A-157 &
ALEX PHILIPS SURVEY, A-300
FORT BEND COUNTY, TEXAS

Scale: 1"=200'
Job No.: 3552
Date: 10/2015
Drawing: 1 OF 1

LEGEND
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
SQ. FT. SQUARE FEET



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Newland Communities
Houston, TX United States

Certificate Number:
2017-207333

Date Filed:
05/15/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:

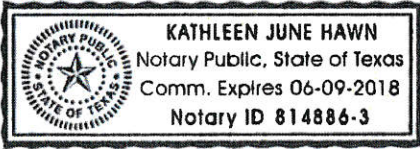
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
20170523
Spring Green Boulevard Roundabout

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Alan F. Bauer
Signature of authorized agent of contracting business entity
Vice President

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alan F. Bauer, Vice President, this the 15th day of May, 2017, to certify which, witness my hand and seal of office.

Kathleen June Hawn
Signature of officer administering oath

Kathleen June Hawn
Printed name of officer administering oath

Notary
Title of officer administering oath