

## OPTION AGREEMENT

**THIS OPTION AGREEMENT** (this “Agreement”) is made and entered into as of July 18, 2018 (the “Closing Date”), by and between the **JOINT ECONOMIC DEVELOPMENT ORGANIZATION OF TOPEKA & SHAWNEE COUNTY**, established by an interlocal agreement between Shawnee County and the City of Topeka (together with any successor or assign, the “Purchaser”), and **PNC NEW MARKETS INVESTMENT PARTNERS, LLC**, a Delaware limited liability company, its successor and/or assigns (“PNC NMIP”).

### RECITALS

**WHEREAS**, PNC NMIP holds a Membership Interest (as defined in the Operating Agreement) in ETLC Investment Fund, LLC, a Delaware limited liability company (the “Fund”), pursuant to the terms of that certain Operating Agreement of the Fund, dated as of the Closing Date, entered into by PNC NMIP as sole member and manager (such agreement, as it may be amended from time to time, being referred to herein as, the “Operating Agreement”); and

**WHEREAS**, as a result of: (i) the admission of PNC NMIP to the Fund and its contribution of capital in accordance with the terms of the Operating Agreement; (ii) the admission of the Fund to Partnerships of Hope XXI, LLC, a Missouri limited liability company (the “Sub-CDE”); (iii) the Fund’s contribution of capital to the Sub-CDE in accordance with the terms of that certain Amended and Restated Operating Agreement of the Sub-CDE, dated as of the date hereof (as it may be amended from time to time, being referred to herein as, the “Sub-CDE Agreement”); and (iv) the loans made by the Sub-CDE to GO Topeka ETLC Support Corporation, a Kansas nonprofit corporation, for use in connection with the acquisition, rehabilitation and development of that certain parcel of land and improvements more commonly known as 2014 SE Washington St., Topeka, KS 66607 (the “Property”), and the subsequent operation by Washburn University of an approximately 25,450 sq. ft. facility providing adult educational services (the “Facility”) on the Property (collectively, the “Project”), the Purchaser and its Affiliates expect to receive substantial benefits from such financing.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties agree as follows:

#### **Section 1. Put Option.**

(a) The Purchaser hereby grants to PNC NMIP an option (the “Put Option”) to sell its Membership Interest to the Purchaser upon the terms and conditions hereinafter set forth.

(b) The Put Option may be exercised by PNC NMIP in its sole and absolute discretion at any time during the one hundred eighty (180) calendar day period beginning on the first (1<sup>st</sup>) day following the last day of the Compliance Period (the “Put Option Period”). If, at any time during the Put Option Period, PNC NMIP elects to sell its Membership Interest pursuant to the provisions of this Section 1, it shall give the Purchaser written notice of such election (the “Put Notice”).

(c) Within thirty (30) calendar days after delivery to the Purchaser of the Put Notice, the Purchaser shall pay to PNC NMIP an amount equal to \$1,000 plus the costs of (i) any state or local transfer taxes (if any) and (ii) reasonable closing costs including reasonable fees and costs of attorneys and other professionals of PNC NMIP attributable to the exercise of the Put Option (collectively, the “Put Price”) in immediately available funds (with interest to begin to accrue on

the Put Price at the Prime Rate to the extent that the Put Price is not timely remitted as set forth above). For purposes of this Agreement, “Prime Rate” shall mean the prime rate as published in the money section of The Wall Street Journal.

**Section 2. Call Option.**

(a) In the event that PNC NMIP does not deliver a Put Notice to the Purchaser during the Put Option Period, the Purchaser shall have the right and option, at any time during the one hundred eighty (180) calendar day period immediately following the expiration of the Put Option Period (the “Call Option Period”) to purchase (the “Call Option”) the Membership Interest for an amount (the “Call Price”) equal to the fair market value of the Membership Interest, as determined as set forth in Section 2(d) below.

(b) If, at any time during the Call Option Period, the Purchaser elects to purchase the Membership Interest pursuant to the provisions of this Section 2, it shall give PNC NMIP written notice of such election (the “Call Notice”).

(c) Within: (i) thirty (30) calendar days after the delivery to PNC NMIP of the Call Notice, or (ii) ten (10) calendar days after the date on which the parties agree to a final Call Price pursuant to Section 2(d), whichever occurs later, the Purchaser shall pay the Call Price to PNC NMIP in immediately available funds (with interest to begin to accrue on such amount at the Prime Rate to the extent that the Call Price is not timely remitted as set forth above).

(d) The Call Notice shall include the Purchaser’s preliminary determination of the Call Price. PNC NMIP may, within ten (10) Business Days (as defined in the Operating Agreement) of receipt of the Call Notice, send written notice to Purchaser objecting to Purchaser’s preliminary determination of the Call Price (an “Objection Notice”). If Purchaser does not receive such Objection Notice within such time period, the amount set forth in the Call Notice shall be the Call Price. If PNC NMIP provides such Objection Notice in such time period and if such disagreement is not otherwise resolved by agreement between the parties, then the Call Price shall be determined as follows:

(i) Within ten (10) Business Days following its receipt of the Objection Notice, Purchaser shall select an appraiser with not less than five (5) years’ experience in valuing commercial properties in the Kansas City or Topeka, Kansas area, which appraiser PNC NMIP may disapprove of in its reasonable discretion (which approval or disapproval shall not be unreasonably delayed or withheld) by written notice to Purchaser, which notice shall specify the grounds for such disapproval. If PNC NMIP shall disapprove of an appraiser selected in accordance with the preceding provision, Purchaser shall select another appraiser in accordance with this Section 2.

(ii) The appraiser shall be instructed to determine the fair market value of the Membership Interest as of the date of the Call Notice and shall make such determination within thirty (30) calendar days of its selection as appraiser in accordance with this Section 2. The fair market value shall be determined by taking into account all facts and circumstances concerning the Membership Interest as the appraiser shall deem relevant in making its determination, including in any event legal provisions affecting the Membership Interest and the assets of the Fund. By way of example, the appraiser may use an appropriate method and time value of money discount rate, including an aggregate valuation and marketability discount rate for the Interest for illiquidity, taking into account any restrictions on transferability and any minority nonvoting characteristics

thereof. The above method of determining the fair market value shall be modified, as appropriate, to comply with then existing tax law respecting valuation of the fair market value of the Membership Interest.

(e) Each Party shall bear its own closing costs attributable to the exercise of the Call Option including reasonable fees and costs of attorneys and other professionals, except that the parties shall jointly bear the cost of any appraiser.

**Section 3. Documents and Actions.** Upon receipt of the Put Price or the Call Price, as the case may be, PNC NMIP shall execute and deliver such documents, assignments, instruments and other items, and shall take such other action, as shall be necessary or reasonably desirable to transfer and assign its Membership Interest to the Purchaser Notwithstanding anything in this Agreement to the contrary, in the event the Fund has exercised its Redemption Option or Interest Option pursuant to the Sub-CDE Agreement (as such terms are defined therein), the closing of the Put Option or Call Option (including, without limitation, the payment of the Put Price or purchase price for the Call Option, and the execution and delivery of any documents, assignment or instruments in connection with such transaction), as applicable, shall be deferred until the third (3rd) Business Day (as defined in the Sub-CDE Agreement) following the completion of all transfers and assignments in connection with, or otherwise necessary to effectuate, such Redemption Option or Interest Option transaction (it being the express intent of the parties that all benefits and burdens of ownership of the Membership Interest shall be borne by PNC NMIP until the such closing date). The assignment of the Membership Interest shall be without representation or warranty, except that PNC NMIP shall represent and warrant: (i) that it is the sole owner of the Membership Interest; (ii) that the Membership Interest is not subject to any charge, lien, pledge, or encumbrance of any kind; (iii) that PNC NMIP has not made, caused, or entered into any prior assignment or transfer of the Membership Interest or any portion thereof except under this Agreement; (iv) as to matters described in Section 6(a)-(e) below; (v) that PNC NMIP has the power and authority to execute, deliver and perform its obligations pursuant to the terms of the assignment of the Membership Interest; and (vi) that the Membership Interest represents the only outstanding capital, profits or other interests in the Fund.

**Section 4. Certain Rights and Obligations.** Subject to the limitations in Section 3 above, upon the transfer of the Membership Interest, PNC NMIP shall have no further obligations under the Operating Agreement. Except as otherwise provided herein, the Purchaser shall take all action and shall pay all costs necessary to enable PNC NMIP to receive and retain the Put Price or the Call Price, as the case may be, as against any creditor of the Purchaser of the Fund. Notwithstanding the purchase by the Purchaser of the Membership Interest pursuant to Section 1 or Section 2 above, to the extent permitted under the applicable provisions of the Code, PNC NMIP shall be allocated any Profits, Losses and Credits in respect of the Membership Interest for the period prior to the date of transfer of the Membership Interest. Notwithstanding anything to the contrary contained herein and subject to Section 3 above, title to the Membership Interest shall not vest in the Purchaser until PNC NMIP's receipt in full of the Put Price or the Call Price therefor. Purchaser shall not be liable for any obligation incurred or caused solely by the actions or inactions of PNC NMIP or its Affiliates for the period prior to the date of transfer of the Membership Interest.

**Section 5. Impact of Other Agreements and Documents.** The rights and obligations of the Purchaser hereunder shall remain in full force and effect without regard to, and shall not be affected or impaired by: (a) any amendment or modification of or addition or supplement to the Operating Agreement or the Sub-CDE Agreement; (b) any extension, indulgence or other action or inaction in respect of the Operating Agreement or the Sub-CDE Agreement, or any exercise or non-exercise of any right, remedy, power or privilege in respect of such documents or this Agreement; (c) any default by the Purchaser under, or any illegality or unenforceability of, or any irregularity or defect in, the Operating

Agreement, the Sub-CDE Agreement or any provision of this Agreement; (d) any Bankruptcy, insolvency, reorganization or similar proceeding involving or affecting the Fund, PNC NMIP or the Purchaser; or (e) any other circumstances whether or not the Purchaser or PNC NMIP shall have actual or constructive notice or knowledge thereof. If the Purchaser purchases the Membership Interest in accordance with the applicable provisions of this Agreement, it shall have no further liabilities or obligations hereunder. Notwithstanding the foregoing or anything to the contrary herein, PNC NMIP hereby agrees that in the event the Membership Interest is sold to an investment fund comprised of affiliated PNC NMIP entities (an “Affiliate Fund”) in accordance with the provisions set forth in the Operating Agreement, then under such circumstance (i) PNC NMIP shall continue to be the manager, managing member or general partner of such Affiliate Fund and shall retain sole discretion to exercise the Put Option on behalf of the Affiliate Fund, and (ii) no such sale or transfer shall impact the Purchaser’s rights hereunder to acquire the Membership Interest. No other transfer or encumbrance of the Membership Interest shall be permitted without the Purchaser’s consent unless required by law.

**Section 6. Representations and Warranties of PNC NMIP.**

(a) PNC NMIP hereby represents and warrants that it owns and will own one hundred percent (100%) of the Membership Interest free and clear of all liens and encumbrances and on the date the Membership Interest is transferred hereunder, subject to permitted transfers under Section 5, above.

(b) PNC NMIP hereby represents and warrants that at the time of payment of the Put Price or Call Price, as applicable, it is not anticipated that the Fund will have any outstanding obligations, expenses, or fees other than as set forth in the Financial Projections.

(c) PNC NMIP hereby represents that it has authority to enter into this Agreement and carry out the transaction contemplated hereunder.

(d) PNC NMIP hereby represents that no approvals are required by any governmental or regulatory body or other party in connection with this Agreement, the rights granted hereunder, or their exercise by PNC NMIP.

(e) PNC NMIP hereby represents that the execution, delivery and performance by PNC NMIP of this Agreement has been duly authorized by all necessary limited liability company action and are valid and binding upon and enforceable against PNC NMIP in accordance with the applicable terms hereof.

**Section 7. Anti-Money Laundering/International Trade Law Compliance.** Purchaser hereby represents, warrants and covenants the following:

(a) No Covered Entity is a Sanctioned Person. No Covered Entity, in its own right or through any third party, (a) has any of its assets in a Sanctioned Country or in possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (c) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(b) No Covered Entity will become a Sanctioned Person. No Covered Entity, either in its own right or through any third party, will (a) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (b) do business in or with, or derive any of its income from investments in or transactions

with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (c) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (d) use any proceeds of the Loans to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law. The funds used to make any payment required hereunder (or any other payments to PNC NMIP) will not be derived from any unlawful activity. Purchaser (and any assignee of Purchaser's rights hereunder) shall promptly notify PNC NMIP in writing upon the occurrence of a Reportable Compliance Event.

(c) There shall be an immediate default occurring under this Agreement if any representation, warranty or covenant contained in this Section 7 is or becomes false or misleading at any time. Purchaser (and any assignee of Purchaser's rights hereunder) agrees and acknowledges that there is no applicable cure period to such default under this Section 7.

(d) For purposes of this Section 7, the terms set forth below shall have the following meanings:

“Anti-Terrorism Law” shall mean any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

“Covered Entity” shall mean (a) Purchaser, each of Purchaser's subsidiaries, and each assignee of Purchaser's rights hereunder, and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, twenty-five percent (25%) or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Governmental Body” shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to a government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Law” shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Governmental Body, foreign or domestic.

“Reportable Compliance Event” shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the

effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

“Sanctioned Country” shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law.

“Sanctioned Person” shall mean any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

**Section 8. Sole Benefit.** The obligations of each party hereunder are imposed solely and exclusively for the benefit of the other party and no other Persons shall have any standing to enforce such obligations or be deemed to be beneficiaries of such obligations.

**Section 9. GOVERNING LAW AND JURISDICTION.** THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, EXCLUDING ITS CONFLICT OF LAWS RULES. Each of PNC NMIP and the Purchaser hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in the county or judicial district in the State of Kansas; provided that nothing contained in this Agreement will prevent PNC NMIP from bringing any action, enforcing any award or judgment or exercising any rights against the Purchaser individually, against any security or against any property of the Purchaser within any other county, state or other foreign or domestic jurisdiction. The Purchaser and PNC NMIP agree that the venue provided above is the most convenient forum for the Purchaser and PNC NMIP. The Purchaser and PNC NMIP each waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

**Section 10. Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Purchaser from, any provision of this Agreement will be effective unless made in a writing signed by the party to be charged, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Purchaser will entitle the Purchaser to any other or further notice or demand in the same, similar or other circumstance.

**Section 11. Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail or facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by electronic mail or facsimile transmission shall promptly deliver a manually executed counterpart; provided, however, that any failure to do so shall not affect the validity of the counterpart executed by electronic mail or facsimile transmission.

**Section 12. Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

**Section 13. Further Assurances.** At the written request of PNC NMIP, at any time and from time to time, at the Purchaser’s sole cost and expense, the Purchaser shall promptly take such action and execute and deliver such financing statements and further instruments and documents as PNC NMIP may reasonably request in order to more fully perfect, evidence or effectuate the provisions of this Agreement and to enable PNC NMIP to exercise, enforce and protect its rights and remedies hereunder.

**Section 14. Illegality.** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

**Section 15. Interpretation.** In this Agreement, unless PNC NMIP and the Purchaser otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word “or” shall be deemed to include “and/or”, the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as the Purchaser, the obligations of such persons or entities will be joint and several.

**Section 16. Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth in Exhibit A or to such other address as any party may give to the other for such purpose in accordance with this section.

**Section 17. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the respective parties and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Purchaser may ~~assign~~ this Agreement to an entity the identity of which shall have been identified in writing to PNC NMIP no fewer than ten (10) Business Days prior to the date on which the Membership Interest shall be transferred under this Agreement; provided, further, that (i) PNC NMIP shall have the right to object to the assignment of the Purchaser’s rights to such entity if such entity is a Sanctioned Person and (ii) the Purchaser shall remain fully liable to PNC NMIP for the payment of the Put Price or the Call Price, as the case may be, hereunder.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**WAIVER OF JURY TRIAL.** EACH OF PNC NMIP AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF PNC NMIP AND THE PURCHASER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be duly executed as of the date first above written.

**PURCHASER:**

**JOINT ECONOMIC DEVELOPMENT  
ORGANIZATION OF TOPEKA & SHAWNEE  
COUNTY,**

established by an interlocal agreement between Shawnee  
County and the City of Topeka

By: 

Kevin Cook,  
Chair

*[Signature pages continue on next page.]*

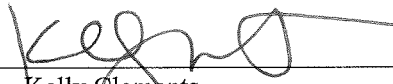


**WAIVER OF JURY TRIAL. EACH OF PNC NMIP AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. EACH OF PNC NMIP AND THE PURCHASER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

**IN WITNESS WHEREOF,** the parties have caused this Option Agreement to be duly executed as of the date first above written.

**PNC NMIP:**

**PNC NEW MARKETS INVESTMENT  
PARTNERS, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Kelly Clements,  
Vice President

*[End of signature pages.]*

**EXHIBIT A**

**NOTICES**

If to Purchaser: Joint Economic Development Organization of  
Topeka & Shawnee County  
c/o Shawnee County Counselor  
200 SE 7th Street, Room 100  
Topeka, KS 66603  
Attention: James Crowl  
Email: [james.crowl@sncu.us](mailto:james.crowl@sncu.us)

*With a copy to:* City of Topeka Deputy Attorney  
215 SE 7<sup>th</sup> Street  
Topeka, KS 66603  
Attention: Mary Feighny  
Email: [Mfeighny@topeka.org](mailto:Mfeighny@topeka.org)

If to PNC NMIP: PNC New Markets Investment Partners, LLC  
c/o PNC Financial Services Group  
The Tower at PNC Plaza  
300 Fifth Avenue, 14<sup>th</sup> Floor  
Mailstop: PT-PTWR-14-4  
Pittsburgh, PA 15222  
Attention: NMTC Asset Management  
Facsimile: (412) 762-5022  
E-mail: [nmtcreporting@pnc.com](mailto:nmtcreporting@pnc.com)

*With a copy to:* Lathrop Gage LLP  
The Pierre Laclède Center  
7701 Forsyth Blvd., Suite 500  
Clayton, MO 63105  
Attention: Jared M. Minkoff, Esq.  
Facsimile: (314) 613-2801  
E-mail: [JMinkoff@lathropgage.com](mailto:JMinkoff@lathropgage.com)

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**