

**FORBEARANCE AGREEMENT  
(Leverage Loan)**

**THIS FORBEARANCE AGREEMENT** (this “Agreement”), dated as of July 18, 2018 (the “Closing Date”), is entered into by and among **PNC NEW MARKETS INVESTMENT PARTNERS, LLC**, a Delaware limited liability company, its successors and assigns (the “Investor”), **ETLC INVESTMENT FUND, LLC**, a Delaware limited liability company (“Borrower”) and **JOINT ECONOMIC DEVELOPMENT ORGANIZATION OF TOPEKA & SHAWNEE COUNTY**, established by an interlocal agreement between Shawnee County and the City of Topeka, its successors and/or assigns (“Lender”).

**RECITALS**

**WHEREAS**, Lender has agreed to provide a term loan in the aggregate principal amount of \$4,543,500 to Borrower (the “Leverage Loan”) pursuant to that certain Loan and Security Agreement (Leverage Loan), dated as of the Closing Date, by Borrower for the benefit of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Leverage Loan Agreement”) and that certain Promissory Note (Leverage Loan) in the original principal amount of \$4,543,500 dated as of the Closing Date, from Borrower, as maker, to Lender, as payee, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note”); and

**WHEREAS**, the Leverage Loan will be secured by Borrower’s ninety-nine and ninety-nine one-hundredths percent (99.99%) membership interest in Partnerships of Hope XXI, LLC, a Missouri limited liability company (the “Sub-CDE”); and

**WHEREAS**, the Investor is the owner of one hundred percent (100%) of the membership interests in Borrower and the Investor and Lender have agreed that Lender shall forbear from accelerating the obligations due under the Leverage Loan Documents and from exercising its rights under the Leverage Loan Documents, including but not limited to, its right to foreclose on the Collateral, until the Forbearance Termination Date.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the foregoing recitals as part of this Agreement, intending to be legally bound, the parties hereby agree as follows:

**Section 1. Definitions.** For purposes of this Agreement, the terms set forth below shall have the following meanings:

“After-Tax Basis” means, with respect to any payment to be received by the Investor, the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all income taxes imposed on the Investor by any governmental authority with respect to such payments, the balance of such payments shall be equal to the original payment to be received.

“Borrower’s Operating Agreement” means that certain Operating Agreement for ETLC Investment Fund, LLC, dated as of the Closing Date, made and entered into by the Investor, as the sole member and manager.

“Final Determination” means the earliest to occur of: (i) a “settlement agreement” as such term is defined in Code § 6224(c); (ii) a decision by the Tax Court or a judgment, decree, or other order by any court of competent jurisdiction that has become final (*i.e.*, all appeals have been

exhausted); (iii) a closing agreement made under Code § 7121; or (iv) any other final settlement or compromise entered into with the Internal Revenue Service; provided, however, that such determination in the foregoing clauses (i), (ii), (iii) or (iv) shall be agreed to by the Investor and is binding upon the Investor.

“Forbearance Termination Date” means that date which is the later of:

- (i) The NMTC Compliance Termination Date; or
- (ii) The first (1<sup>st</sup>) Business Day following the date which is thirty (30) calendar days following the end of the Put Option Period (as such terms are defined in the Option Agreement); or
- (iii) The second (2<sup>nd</sup>) Business Day following the closing of any sale under the Option Agreement; or
- (iv) The earlier of the following (provided, that, if neither of the events in this (iv)(A)-(B) occur prior to the last of the events in (i)-(iii), the Forbearance Termination Date shall be determined pursuant to (i)-(iii):
  - (A) One Hundred Twenty (120) calendar days following written notice from Lender after any federal or state bankruptcy, insolvency or similar proceeding is initiated by or against Borrower other than any such proceeding initiated by Lender or joined in by Lender or any affiliate thereof; and
  - (B) a Final Determination that Borrower has committed criminal misconduct, theft or fraud and such actions have materially and adversely affected the ability of the Lender to collect the amounts due and payable under the Note.

“Leverage Loan Documents” means this Agreement, the Leverage Loan Agreement, the Note, financing statements and all other documents, instruments and agreements which evidence, secure or are otherwise executed in connection with the Leverage Loan, including all modifications, amendments, renewals, extensions, restatements and replacements thereof.

“Lien Enforcement Action” means:

- (i) Any action to foreclose on, take possession of, sell or otherwise realize (judicially or non-judicially) upon any Collateral or any rights or privileges attendant thereto; and/or
- (ii) Any action to assert voting, consent, ownership or control rights with respect to any Collateral or any rights or privileges attendant thereto; and/or
- (iii) Any action (judicially or non-judicially) to dissolve or liquidate Borrower; and/or
- (iv) The commencement of any legal proceedings to facilitate any of the actions described in clauses (i), (ii) or (iii) above.

“NMTC Compliance Termination Date” means that date which is the later of:

(i) The first (1<sup>st</sup>) day after the seventh (7<sup>th</sup>) anniversary of the date on which the last QEI was made by Borrower to the Sub-CDE; and

(ii) The first day following the date that all due, owing and outstanding obligations under the QALICB Indemnity have been satisfied or the date on which the QALICB Indemnity terminates by its terms without payment being due; and

(iii) The date of a Final Determination of a Recapture Event (as such term is defined in the Borrower’s Operating Agreement) with respect to the Project Borrower.

“Option Agreement” means that certain Option Agreement dated as of date hereof by and between Investor and Lender.

“Project Borrower” means GO Topeka ETLIC Support Corporation, a Kansas nonprofit corporation.

“QALICB Indemnity” means that certain QALICB Indemnification Agreement, dated as of the Closing Date, by the Project Borrower and the Growth Organization of Topeka/Shawnee County, Inc., a Kansas nonprofit corporation, as indemnitors, collectively for the benefit of the Investor.

Except as otherwise noted herein, any capitalized terms used, but not otherwise defined herein, shall have the meanings given to them and set forth in the Leverage Loan Agreement.

**Section 2. Forbearance Agreement.**

(a) From the Closing Date until the Forbearance Termination Date, Lender agrees and acknowledges that it shall forbear from accelerating or otherwise enforcing the obligations of Borrower due under the Leverage Loan Documents and from exercising any Lien Enforcement Action or otherwise take any action to foreclose on the Collateral following an Event of Default (whether at maturity or otherwise).

(b) Lender (either personally or through an agent) is hereby expressly prohibited from initiating or pursuing, and hereby agrees not to initiate or pursue, any Lien Enforcement Action or otherwise taking any other action to enforce remedies under any of the Leverage Loan Documents until the Forbearance Termination Date. After the Forbearance Termination Date, Lender shall be free, in its sole and absolute discretion, to accelerate the payment in full of all of Borrower’s obligations to Lender under the Leverage Loan Documents and to institute proceedings to enforce its rights and remedies under the Leverage Loan Documents and/or as provided by applicable law.

(c) Notwithstanding the limits on enforcement herein, nothing shall prohibit or prevent Lender from: (i) giving notice of a default under the Leverage Loan Documents, (ii) from declaring an Event of Default under the Leverage Loan Documents; (iii) pursuing a Lien Enforcement Action following a Final Determination that such default was caused as a result of criminal misconduct, theft of funds, knowing malfeasance or fraud by the Investor or Borrower and such default resulted in a material adverse impact on Lender; (iv) pursuing a collection or other legal action (other than any action which could result in a Lien Enforcement Action) to require Borrower to apply cash distributions and/or dividends received from the Sub-CDE and

retained by Borrower in violation of any of the Leverage Loan Documents, Borrower's Operating Agreement and/or the Sub-CDE Agreement; (v) subject to the terms of Section 32 of the Leverage Loan Agreement, pursuing a collection or other legal action (other than any action which could result in a Lien Enforcement Action) to require the Investor to timely provide Borrower with sufficient Tax Reimbursement Contributions to the extent and in the amounts required to be funded in accordance with the Borrower's Operating Agreement; or (vi) sending any notices to any persons or entities concerning the existence of security interests or liens in favor of the Lender relating to such Collateral, and/or (vii) filing any financing statements or other instruments or certificates, or any amendments or assignments thereof, in any public records. The Investor and Borrower acknowledge and agree that Lender's delay in or failure to exercise any such rights as a result of the limitations contained in this Section 2 shall not constitute a waiver of any such rights by Lender.

(d) In accordance with subsection (c)(v) above, Lender agrees and acknowledges that it shall have no right, interest in or ability to receive and/or compel Borrower or the Investor to make or receive any Tax Reimbursement Contribution other than and unless: (i) no event of default has occurred or is then occurring with respect to any QLICI, (ii) the Sub-CDE actually received the current full and complete periodic loan payment from the Project Borrower with respect to the QLICI and made the corresponding payment of due and payable federal and state income tax and (iii) the Investor has refused to make the matching Tax Reimbursement Contribution to Borrower as and when due. To the extent items (i), (ii) and (iii) have actually occurred, Lender may compel Borrower and the Investor to provide within fifteen (15) Business Days an amount equal to any then due and owing Tax Reimbursement Contribution. Notwithstanding the foregoing, in no event shall Lender have any right to Excess Tax Reimbursement Contribution Proceeds.

**Section 3. Representations and Warranties of Borrower and the Investor.** Each of Borrower and the Investor represents and warrants as follows:

(a) The execution, delivery and performance by it of this Agreement: (i) is within its powers and has been duly authorized by all necessary action on the part of it; and (ii) does not and will not contravene or conflict with: (A) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over it, or any contractual restriction binding on or affecting it are within its powers, have been duly authorized by all necessary action on its part; (B) its organizational documents; or (C) any other material agreement or undertaking by which it is bound.

(b) To the best of its knowledge, no material consent or approval of any person, corporation, governmental body, regulatory authority or other entity is or will be necessary for the execution, delivery and performance by it of this Agreement, or if any such material consent(s) or approvals(s) is (are) necessary, all such consent(s) and approval(s) have been obtained and are in full force and effect.

(c) There are no facts or circumstances of any kind or nature whatsoever of which it is aware that could in any way materially impair or prevent it from performing its obligations under this Agreement.

(d) It is validly-existing and has the power and authority to enter into and perform its obligations under this Agreement.

(e) To the best of its knowledge, there is (are) no pending or, to its knowledge, threatened action(s) or proceeding(s) before any court, judicial body, administrative agency or arbitrator which could materially adversely affect the ability of it to perform its obligations under this Agreement.

(f) Nothing contained herein impairs the validity of any Leverage Loan Document or any lien or security interest created or perfected by it, and Borrower acknowledges and agrees that Lender's failure to exercise or delay in exercising any rights or remedies as a result of the requirements of this Agreement shall not constitute a waiver of any such rights by Lender. In addition, the above described forbearance in no way limits or modifies the payment obligations of Borrower under the Leverage Loan Agreement or any other Leverage Loan Document (other than as explicitly set forth herein and therein), and all of Borrower's obligations and liabilities to Lender hereunder (including, without limitation, Borrower's payment obligations) and any documents, instruments or agreements pursuant to which Borrower may, from time to time, grant to Lender as collateral security for Borrower's obligations to Lender, shall survive the Forbearance Termination Date.

(g) Notwithstanding the foregoing, if Borrower defaults and such default is caused by the failure of a Sub-CDE to distribute payments actually received from the Project Borrower and such funds are permitted to be distributed per the applicable Sub-CDE Agreement, and Borrower has failed to assert its right to such distributions under such Sub-CDE Agreement and such failure continues un-remedied for a period of at least ten (10) Business Days after Borrower's receipt of written notice from Lender, then Lender may seek specific performance of such Sub-CDE's obligation to make such distribution, provided that Lender shall not take any action that could cause a "Specified Recapture Event" or impair the availability to the Investor of the New Markets Tax Credits (as such term is defined in the QALICB Indemnity).

(h) Without regard to whether the same shall occur before, on, or after the Forbearance Termination Date, in the event Borrower shall (a) file with any bankruptcy court of competent jurisdiction any petition under the United States Bankruptcy Code, (b) file any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future Federal or state act or law relating to bankruptcy, insolvency or other relief for debtors, (c) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator, or (d) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced against Borrower and one hundred twenty (120) calendar days have expired without dismissal thereof or with respect to which, without Borrower's consent or acquiescence, a trustee, receiver, or liquidator of Borrower or of all or any substantial part of Borrower's properties has been appointed and one hundred twenty (120) calendar days have expired without the appointments having been vacated or stayed, or one hundred twenty (120) calendar days have expired after the date of expiration of a stay, if the appointment has not previously been vacated then, subject to court approval, Lender shall be entitled to exercise any and all rights and remedies for the collection and enforcement of the Leverage Loan and Leverage Loan Documents, as provided in this Agreement, the other Loan Documents, and/or by applicable law, including but not limited to acceleration of the indebtedness under the Note and foreclosure upon the Collateral, and the Lender shall be entitled to seek, and the Borrower irrevocably consents to, relief from the automatic stay imposed by Section 362 of the United States Bankruptcy Code (or otherwise) on or against the exercise of the rights and remedies so available to such Lender.

**Section 4. Representations and Warranties of Lender.** Lender represents and warrants as follows:

(a) The execution, delivery and performance by it of this Agreement: (i) is within its powers and has been duly authorized by all necessary action on the part of it; and (ii) does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over it, or any contractual restriction binding on or affecting it.

(b) No consent or approval of any person, corporation, governmental body, regulatory authority or other entity is or will be necessary for the execution, delivery and performance of this Agreement, or if any such consent(s) or approval(s) is (are) necessary, all such consent(s) and approval(s) have been obtained and are in full force and effect.

(c) There are no facts or circumstances of any kind or nature whatsoever of which it is aware that could in any way impair or prevent it from performing its obligations under this Agreement.

(d) It is validly-existing and has the power and authority to enter into and perform its obligations under this Agreement and this Agreement is fully enforceable against it in accordance with its terms, except to the extent enforceability is limited by bankruptcy and other similar laws affecting creditors' rights generally.

(e) There is (are) no pending or, to its knowledge, threatened action(s) or proceeding(s) before any court, judicial body, administrative agency or arbitrator which could materially adversely affect the ability of Lender to perform its obligations under this Agreement.

**Section 5. Damages and Expenses.** The parties hereto agree that if Lender breaches any term, condition or obligation under this Agreement it may cause material damage to the Borrower and Investor, and Lender shall be liable to Borrower and Investor for any damages, loss and expenses incurred (provided, the terms of this Section 5 are not intended to create a separate cause of action by Investor against Lender for loss or recapture of new markets tax credits to the extent any affiliate (or other related party of Lender), has satisfied its obligations in full to Investor in accordance with the QALICB Indemnity). The parties hereto agree that in so far as Investor and Borrower are able to recover funds from any affiliates of Lender for such damages incurred, such recovered funds will reduce the outstanding amount due to Investor and Borrower that is incurred as a result of Lender's breach, provided that the foregoing shall not otherwise limit or reduce Lender's liability hereunder or prevent in any way Investor's and Borrower's ability to fully recover from Lender any loss or expense covered under this Agreement and which was otherwise not fully paid and/or compensated by an affiliate of Lender.

**Section 6. No Waiver.** Except (and only to such extent) as expressly provided for in this Agreement, nothing in this Agreement shall extend to or affect in any way Borrower's obligations or any of the rights or remedies of Lender arising under the Leverage Loan Documents, and Lender shall not be deemed to have waived any of such rights or remedies with respect to any of the Events of Default or event or condition which, with notice or the lapse of time, or both, would become an event of default under the Leverage Loan Documents and which upon the Investor's execution and delivery of this Agreement might otherwise exist or which might hereafter occur.

**Section 7. Third Party Beneficiary.** This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no person, shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement.

**Section 8. 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 COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES. Lender hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in the Commonwealth of Pennsylvania; provided that nothing contained in this Agreement will prevent Borrower and/or Investor from bringing any action, enforcing any award or judgment or exercising any rights against Lender individually, against any security or against any property of Lender within any other county, state or other foreign or domestic jurisdiction. Lender, Investor and Borrower agree that the venue provided above is the most convenient forum for Lender, Investor and Borrower. Lender waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

**Section 9. Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by Lender 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.

**Section 10. 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 11. 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 12. Further Assurances.** At the written request of any party to this Agreement, at any time and from time to time, at the requesting party's sole cost and expense, the other parties shall promptly take such action and execute and deliver such financing statements and further instruments and documents as the requesting party may reasonably request in order to more fully perfect, evidence or effectuate the provisions of this Agreement and to enable the requesting party to exercise, enforce and protect its/their rights and remedies hereunder.

**Section 13. 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; provided, however, the provisions of Section 2 shall be deemed integral to this Agreement and shall not be severable from the remainder of this Agreement.

**Section 14. Interpretation.** In this Agreement, unless Lender, Investor and Borrower 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 Lender, the obligations of such persons or entities will be joint and several.

**Section 15. 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 16. 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 no party may assign this Agreement, in whole or in part, without prior written consent from all other parties to this Agreement.

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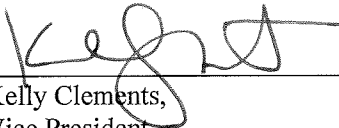


**WAIVER OF JURY TRIAL.** EACH OF BORROWER, INVESTOR AND LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN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

IN WITNESS WHEREOF, the parties hereto have caused this Forbearance Agreement (Leverage Loan) to be duly executed as of the day and year first above written.

**INVESTOR:**

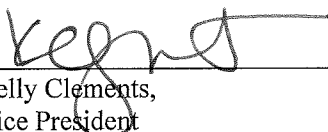
**PNC NEW MARKETS INVESTMENT PARTNERS, LLC,**  
a Delaware limited liability company

By:   
Kelly Clements,  
Vice President

**BORROWER:**

**ETLC INVESTMENT FUND, LLC,**  
a Delaware limited liability company

By: PNC New Markets Investment Partners, LLC,  
a Delaware limited liability company,  
its sole member and manager

By:   
Kelly Clements,  
Vice President

*[Signature pages continue on next page.]*

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**LENDER:**

**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

*[End of signature pages.]*

**EXHIBIT A  
NOTICES**

If to Lender: 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:* Applegate & Thorne-Thomsen, P.C.  
440 S. LaSalle Street, Suite 1900  
Chicago, IL 60605  
Attention: Debra A. Kleban, Esq.  
Facsimile: (312) 491-4411  
Email: [dkleban@att-law.com](mailto:dkleban@att-law.com)

If to Investor or Borrower: ETLIC Investment Fund, LLC  
c/o 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 Laclede Center  
7701 Forsyth Blvd., Suite 500  
Clayton, MO 63105  
Attention: Jared M. Minkoff, Esq.  
Facsimile: (314) 613-2801  
E-mail: [JMinkoff@lathropage.com](mailto:JMinkoff@lathropage.com)

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