

THE HISTORIC PRESERVATION SOCIETY, INC.
997 SOUTH PALAFOX STREET
PENSACOLA, FL 32502

June 23, 2017

To: City of Pensacola
222 West Main Street
Pensacola, FL 32502
ATTN: Ashton Hayward, City Mayor

RE: Lease Agreement for Bayview Cross and surrounding area

Dear Mayor Hayward,

My name is Senator Greg Evers, and I am Chairman of the Historic Preservation Society, Inc. This letter is to inform you of our company's desire to lease the structures in Bayview Park commonly known as the Bayview Cross, the amphitheater that is situated behind the cross and surrounding land from the City. Enclosed with this letter is our company's certificate of status as a Florida not-for-profit and an agreement which contains the details of the lease whose key terms are as follows:

- the City will lease the above to The Historic Preservation Society, Inc. for an initial term of 99 years
- The Historic Preservation Society, Inc. will pay to the City an annual rental fee of \$250.00 per year for the lease.
- The Historic Preservation Society, Inc. will also insure the premises, naming the City as an additional insured as well as taking full responsibility of the maintenance and upkeep of the premises and absolving the City of any further responsibility or liability for the premises.

Our company has a very strong desire to protect and preserve our City's historical monuments, fixtures and history so that our heritage can be learned about and enjoyed for generations to come, and we firmly believe that this arrangement will be in furtherance of that purpose. Thus, we hope for a positive response from the City on this matter. Thank you.

I look forward to your reply.

Best Regards,



Senator Robert G. Evers, Chairman

AGREEMENT FOR LEASE

This Agreement for Lease (hereinafter referred to as "Lease") is made and entered into this 23 day of June 2017 by between The **City of Pensacola**, a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32512, (hereinafter referred to as "Lessor"), and **The Historic Preservation Society Inc.**, a Florida not-for-profit Corporation with the business address of 997 South Palafox Street, Second Floor, Pensacola, FL 32502 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of that certain real property located at 2001 East Lloyd Street, Pensacola, FL 32503, more commonly known as Bayview Park, including any and all structures, buildings and improvements thereon or to be built thereon; and

WHEREAS, Lessor desires to Lease a portion of Bayview Park from the Lessor;

NOW, THEREFORE, for and in consideration of the covenants and agreements, benefits and obligations in these presents set forth, and other good and valuable considerations, including expressly, the promises and agreements from one to the other made and set forth herein, the parties hereto do contract, covenant and agree as follows:

LEASED PREMISES. The Leased premises shall consist of the 34-foot, concrete, latin cross, commonly known as the Bayview Cross, the small amphiteature situated directly behind the Bayview Cross and the 4-foot area surrounding both structures.

INITIAL TERM. Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor the said Leased Premises for a term of Ninety-Nine (99) years, commencing upon June 30, 2017, and ending on the last day of the month June 29, 2116.

Lessor _____

1

Lessee [Signature]

OPTION TO EXTEND LEASE TERM. Provided Lessee is not in breach or default of any of the terms and conditions of this Lease, then Lessor hereby grants to Lessee the option to extend the initial term for two (2) additional 99-year term periods, on like terms and conditions, as herein stated. There shall be no further right to renew at the end of the renewal term. Renewal rights shall be exercised by written notice from Lessee to Lessor given, as provided below, no later than One hundred eighty (180)- days from the end of the then current term. With the exception of the option to continue to extend the term hereof and the Lease rental payment, all other terms and conditions of this Agreement shall govern for any extended term(s). The Lease rental for the extended term(s) shall be as follows:

LEASE RENTAL. Lessee shall pay to Lessor, in advance and at the address set forth for notices under this Lease, or at such other address as Lessor shall from time to time, designate by notice given to Lessee as hereinafter provided.

Lessee shall pay Lessor an annual rental sum of \$250.00. Lessee agrees to pay all rent under this Lease promptly when due. The rent is due on the first (1st) business day of January each year during the term of the Lease. Payments, which shall be due without notice or demand, made five days or later from becoming due, will be subject to a late charge of five percent (5%) of the annual rental amount. In the event said annual Lease payment, together with the late fee, is not paid on or before the next due date, said nonpayment shall be an Event of Default as provided hereinafter. All payments shall be made payable to the City of Pensacola, or such other place as Lessor shall designate. There shall be no penalty for prepayment of any rental sum.

REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor hereby covenants represents and warrants to Lessee that:

1. Lessor is the fee simple owner of the said Leased Premises and has the full power and authority to enter into this Lease.
2. So long as Lessee keeps and performs all terms and conditions required of Lessee to be kept and performed hereunder, Lessee shall have quiet enjoyment and continuous and undisturbed possession of the said Leased Premises, free from the

claims of the Lessor, and all persons claiming under, by or through the Lessor, and free from the claims of all persons through and under whom the Lessor claims.

USE OF THE REAL PROPERTY. It is agreed that the Leased Premises shall be used and occupied by Lessee for all valid uses outlined under section 501 (c)(3) of the Internal Revenue Service code. Any such use by Lessee of the said Leased Premises shall be in compliance with and not in violation of, any local zoning and/or applicable governmental rules, regulations or use laws. Lessee will promptly comply with all applicable laws, guidelines, rules, regulations and requirements whether of Federal, State or Local origin, applicable to the Leased Premises, including those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Leased Premises, and Lessee and Lessor hereto specifically agree that Lessee shall not use the Leased Premises in any way or manner that would violate any governmental and environmental rule, regulation, or law or that would cause any liability of any kind or nature to Lessor under any such rule, regulation or law, including The Comprehensive Environmental Response, Compensation and Liability Act, more commonly know as the Superfund Law since that same presently exists or as it may be amended from time to time; and pursuant thereto, Lessee does hereby agree to indemnify and hold harmless Lessor from any and all damages of every kind or nature arising out of the violation of the terms and provisions hereof, including attorneys fees and costs at trial and on appeal.

ASSIGNMENT AND SUB-LETTING. Lessee may assign or subLease the said Leased Premises, with the prior written consent of lessor, which shall not be unreasonably withheld; provided that no use shall be made of the property which is likely to cause violation of environmental or other laws or regulations. In the event Lessor's written consent is given to Lessee to assign or subLease the Leased Premises, this Lease or any part or portion thereof, then the Lessee shall continue to remain primarily liable to Lessor for all the terms and conditions of this Agreement and any renewals hereof or extensions thereof.

UTILITIES AND TAXES. For the term hereof, Lessee shall pay and properly discharge any and all charges, costs and expenses for all utility services to the said Leased Premises,

including, but not limited to, power, water, gas, sewage, waste disposal, telephone service and any other costs and expenses for utilities used or consumed on the said Leased Premises, and all personal property taxes. Any and all sales or use tax by reason of the rental to be paid by Lessee to Lessor, or any other taxes, license fees, occupational permits or fees, sales or use taxes charged or levied by any governmental authority by reason of this Lease, the business operations of Lessee or Lessee's use and occupancy of the said Leased Premises, shall be promptly paid and discharged by Lessee.

Lessee shall be responsible for all municipal, county or state taxes assessed, during the term of this Lease on all personal property. Ad valorem taxes attributable to trade fixtures, inventory and other property within the Leased Premises then owned by Lessee shall be the exclusive responsibility of Lessee.

INSURANCE. During the term of this Lease, or any extensions or renewals hereof, Lessee covenants with Lessor to provide, at Lessee's sole cost and expense, a standard comprehensive liability policy of insurance, naming Lessor as an additional insured and insuring against all liability whatsoever in connection with the use and occupancy of the said Leased Premises by the Lessee. Such liability policy shall be written by an insurer acceptable to Lessor in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for any claim or damage to any single person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injury in any one accident and the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for any personal property damage. In addition, and during the term hereof, and for any extensions or renewals hereof, Lessor agrees to keep in full force and effect at all times, at Lessor's sole cost and expense, property and casualty insurance with extended/all risk coverage on the improvements on the said Leased Premises, for the replacement value thereof. Said insurance shall provide for thirty (30) days advance notice to Lessor prior to cancellation. Should Lessee fail to provide such policies of insurance, then Lessor may, at its option, purchase such policy, and assess the cost thereof against Lessee as addition rent hereunder. Lessee shall, however, be entitled to utilize any blanket or umbrella coverage, which it presently has or may later acquire.

POSSESSION AND MAINTENANCE. Lessee acknowledges that Lessee has inspected the said Leased Premises and accepts it and all improvements in an "as is" condition equipment and machinery in the condition that exists as of the date hereof with no obligation of the Lessor to make any improvements, repairs, or replacements thereto. Lessee shall at all times keep the Leased Premises up to date with all appropriate maintenance and replacement as shall be necessary to comply herewith, all at Lessee's sole cost and expense.

Lessor grants Lessee the right to access the Leased Premises during the Lease term, for the purposes stated in this Lease.

Lessee hereby agrees to return the property to its current condition, at the request of Lessor, upon vacating property.

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims or liability arising from the performance or the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Lessor based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney's fees, expenses, and liabilities incurred by Lessor in the defense of any such claim. Lessor shall defend any such claim at Lessee's expense by counsel selected by Lessor.

PROHIBITION OF LIENS. Lessee shall have no power to do any act or make any contract, which may create any lien, mortgage or other encumbrance upon any interest of Landlord in the demised premises or in the buildings or improvements thereon. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Leased Premises, or labor performed or material furnished therein, thereon or thereto, they shall be made, furnished and performed at Lessee's expense and Lessee shall be solely and wholly responsible to contractors, laborers and materialmen furnishing and performing such labor and material.

Interest of Lessor in the Leased Premises shall not be subject to liens for improvements made by Lessee and Lessee agrees that it will not permit any liens to be filed against the Leased Premises as a result of any construction, repairs, alteration or renovations by Lessee or

its contractors. Lessee agrees to promptly discharge any such liens, which may be filed against the Leased Premises.

INSPECTION AND REPAIR. Lessee shall, at any time during the term of this Agreement, permit inspection of the premises during reasonable hours by Lessor or by Lessor's agents and any prospective purchaser. In the event any repairs or maintenance which are required to be made by Lessee pursuant to the provisions of this Lease have not been so made as determined by Lessor based upon the said inspection or any other information coming available to Lessor, Lessor shall notify Lessee of the repairs, maintenance and/or replacements required and give Lessee a reasonable period in which to correct same.

EMINENT DOMAIN AND DESTRUCTION. If the whole, or any part of the said Leased Premises or any improvements or structures thereon shall be taken by any public authority under the power of eminent domain, preventing Lessee from continuing to use the said Leased Premises for the purposes intended hereunder, then this Lease shall terminate on the date the possession or taking of the whole or part of the Leased Premises is made and the rent and operational expenses shall be paid to that date. If a portion of the Leased Premises is taken by eminent domain and the Lessee can continue to use the Leased Premises for the purposes and uses intended hereby, then the rent due hereunder for the remaining term hereof or any extensions or renewals hereof, shall be reduced by an amount equal to the square footage of the Leased Premises so taken to the square footage of the total Leased Premises that is the subject of this Lease.

If the Leased Premises, or any part thereof, shall be partially or substantially destroyed by fire or other casualty, then Lessor shall promptly restore the same (but Lessor shall not be obligated for the costs in excess of insurance proceeds), and the parties agree that there shall be a just and proportionate abatement in the rent from the date of such damage or destruction until such restoration is completed. In the event the cost of restoration exceeds the insurance proceeds, Lessee may pay the additional costs of restoration and the Lease shall continue; otherwise, this Lease shall be terminated unless Lessor voluntarily advances the additional costs of restoration.

Notwithstanding anything herein contained to the contrary, if the Leased Premises shall be damaged or destroyed due to any negligent act or omissions of Lessee or failure by Lessee to observe any of the provisions of this Lease, resulting in an uninsured loss on the part of the Lessor, then Lessor shall be under no obligation to repair or restore the premises, and such act, omission or failure of Lessee shall constitute an Event of Default entitling Lessor to all rights and remedies reserved under this Agreement, and under the laws of the State of Florida.

In the event of any substantial destruction of the Leased Premises by fire or other casualty, then this Agreement may be terminated by written mutual agreement between the Lessor and the Lessee.

In the event of any partial or substantial destruction, all of the proceeds of insurance policies covering the Leased Premises shall be paid to the Lessor, and shall be used by Lessor toward the cost of restoration of the Leased property, in the event that the terms hereof require restoration by the Lessor. Lessor shall not be required to restore the Leased Premises in the event of partial or substantial destruction during the last six (6) months of the Lease term or renewal term.

SUBORDINATION. This Lease and the Lessee's interest herein shall be subordinate to any mortgages now or which may hereafter affect the said Leased Premises. Any lien in favor of Lessor under Florida Statute §83.08 shall be subordinate to any lienor with a properly perfected lien on any personal property of Lessee, no matter when acquired.

OBSERVANCE OF LAWS AND ORDINANCES. Lessee agrees to observe and comply with any and all laws, rules and regulations of any and all governmental authorities or agencies having jurisdiction over the operations and use of the said Leased Premises and the conduct of Lessee's business on the said Property.

LESSEE'S INDEMNITY AND HOLD HARMLESS. The Lessee shall and will indemnify and save harmless the Lessor of and from any and all liability, loss, damage or expense, causes of action, suites, claims, and judgement, including reasonable legal expenses (including appeals) in connection with defending against any such action, suit or claim (provided such action, suit or claim is not covered by insurance), arising from injury to persons or property, including

Leased Premises, of any and every nature and for any matter arising or growing out of the use, occupation, management or possession of the Leased Premises, or of any building thereon, or any part thereof, occasioned by the Lessee, its agents, employees, assigns or occupants of any part of the Leased Premises, or by their agents, or employees, respectively or which may be occasioned by any person or thing whatsoever, excluding all acts or actions of Lessor, its agents, employees or contractors.

REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee hereby covenants, represents, warrants and agrees with Lessor as follows:

1. To faithfully, continually and promptly pay rent and operational expenses when due at the times due.
2. That Lessee has the full power and authority to enter into this Lease and has the capacity to complete all terms and conditions hereof.
3. To faithfully and promptly discharge all of its responsibilities and obligations as set forth herein and to comply with all the terms and conditions hereof.
4. Not to make any alterations or improvements to the said Leased Premises, or any part thereof, without the prior written approval of Lessor.

DEFAULT. This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, Lessor may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following:

1. Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, or;
2. Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other occupant therefrom, with or without having terminated this Lease.

Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Lessee, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Leased Premises shall not constitute an acceptance of surrender of the Leased Premises. No such alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Leased Premises shall be deemed authorized or constitute a conversion, Lessee hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Lessee's property within the Leased Premises. All claims for damages by reason of such reentry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement or other legal proceedings or without the necessity for legal proceedings (but without breach of the peace), as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

In the event Lessor elects to terminate this Agreement by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Leased Premises, Lessor may hold Lessee liable for all rent, operational expenses and other indebtedness accrued to the date of such termination, plus such rent and other indebtedness as would otherwise have been required to be paid by Lessee to Lessor during the period following termination of the term of this Lease (or of Lessee's right to possession of the Leased Premises, as the case may be) measured from the date of such termination by Lessor until the date of expiration (had Lessor not elected to terminate the Lease or Lessee's right of possession of the Leased Premises, on account of such Event of Default) diminished by any net sums thereafter received by Lessor (if any) through reletting the Leased Premises during said period (after deducting expenses incurred by Lessor as provided herein). Actions to collect amounts due by Lessee provided for herein may be brought from time to time by Lessor during the aforesaid period, on one or more occasions, without the necessity of Lessor's waiting until expiration of such period; and in no event shall Lessee be entitled to any excess of rent (or rent plus other sums) obtained by reletting over and above the rent provided for in this Lease.

An Event of Default shall be deemed to have occurred upon the happening of any one of the following:

1. Failure of the Lessee to pay the rent and sales tax due thereon called for hereunder within ten (10) days of the date due and without the obligation of the Lessor to so notify Lessee of the failure to make the rental payment called for; or
2. Lessee is in breach or fails to perform any of its obligations or agreements as set forth herein, or is in breach or default of any of the covenants, representations, warranties or obligations herein set forth, and, except for the failure to timely pay the rent when due, after thirty (30) days written notice by Lessor to Lessee, Lessee fails to cure said breach or default or fails to perform those acts required by it hereunder to be performed; or
3. Lessee shall become insolvent or if bankruptcy proceeding shall be begun by or against the Lessee, or any assignment of assets is made for the benefit of creditor or a receiver or trustee or other judicial officer is appointed to manage or operate the assets of Lessee.

Lessor may attempt to reasonably mitigate any damages in accordance with the laws of Florida and any such mitigation shall be for the benefit of and credited to Lessee after the deduction of any costs, expenses or attorney's fees necessarily incurred. Further, Lessee shall be responsible for the cost of restoring the Leased Premises to its condition, at the beginning of the Lease term, normal wear and tear expected.

LITIGATION, COURT COSTS AND ATTORNEY'S FEES. In the event either party hereto is required to commence an action against the other party, the prevailing party shall be entitled to recover its costs and expenses, including but not limited to reasonable attorney's fees, court costs, reasonable appellate attorney's fees and appellate costs. Lessee agrees to pay reasonable attorneys' fees and all costs if it becomes necessary for Lessor to employ an attorney or other agent to collect any of the Rent or enforce any of the provisions of this Lease, whether or not suit is brought, and including such fees and costs on appeal.

MISCELLANEOUS PROVISIONS.

1. This Lease shall inure to the benefit of and the responsibilities and obligations of the parties hereto shall be binding upon their personal representatives, heirs, successors and assigns.

2. All notices, demands and requests require or permitted to be given under this Lease (collectively the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day by a nationally recognized overnight courier for delivery to the address on the next business day), or sent by United States Certified Mail, Return Receipt Requested, postage prepaid and addressed to the parties at their respective address set forth below or at the beginning of this Lease. Notices shall be effective upon receipt if delivered personally or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail, if mailed. The initial addresses of the parties shall be:

To Lessor: City of Pensacola
222 West Main Street
Pensacola, FL 32502
ATTN: City Manager

To Lessee: The Historic Preservation Society, Inc.
997 South Palafox Street
Second Floor
Pensacola, FL 32502
ATTN: Arthur Fletcher

Upon at least ten (10) day prior written notice, each party shall have the right to change its address to any other address within the United States of America.

3. The parties hereto agree that this Lease shall not be recorded among the public records of Florida, and in the event Lessee causes this Lease or any memorandum hereof to be recorded in the said public records of Florida, or any attempt is made to do so, then such shall be deemed an Event of Default hereunder entitling Lessor to all rights and remedies as provided for herein;

provided however that at Lessor's request, a Short Form Agreement for Lease shall be recorded providing for Prohibition of Liens on the Leased Premises caused by Lessee.

4. This Lease constitutes the entire Agreement and understanding between the parties with respect to the Leased Premises, and supersedes all negotiations, prior discussions, letters of intent and preliminary agreements.

5. The rights and remedies available to Lessor as set forth in this Agreement shall be cumulative and the failure on the part of the Lessor to exercise promptly any and all rights given hereunder shall not operate to forfeit any of the said rights nor be deemed a waiver of any rights or remedies so available to Lessor.

6. No amendment or modification to this Lease shall be deemed valid or enforceable unless reduced in writing and executed by Lessee and Lessor.

7. This Lease shall be interpreted and constructed in accordance with the laws of the State of Florida. Any dispute arising under this Lease shall be resolved in a court of competent jurisdiction in Escambia County, Florida.

8. If any term or condition of this Lease or application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

PROVISION FOR WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein

contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless a waiver is in writing by Lessor.

BINDING AGREEMENT. This Lease and the exhibits attached hereto and forming a part hereof, set forth all the covenants promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions of understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals effective as of the first date and year written above.

WITNESSES:

Printed Name: _____

Printed Name: _____

LESSOR:

The City of Pensacola

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ () who is personally known to me or () who has produced _____ as identification and who did not take an oath.

(SEAL)

Lessor _____

Lessee 

WITNESSES:

[Signature]
Printed Name: Arthur Kattler

[Signature]
Printed Name: Gene M. Valentino

LESSEE:

The Historic Preservation Society, Inc.

[Signature]
Robert G. Evers, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of June, 2017
by Robert G. Evers () who is personally known to me or ()
who has produced _____ as identification and who did not
take an oath.



[Signature] (SEAL)

Certificate of Status

I certify from the records of this office that THE HISTORICAL PRESERVATION SOCIETY INC. is a corporation organized under the laws of the State of Florida, filed electronically on June 23, 2017.

The document number of this corporation is N17000006612.

I further certify that said corporation has paid all fees due this office through December 31, 2017, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 170623150629-100300700971#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Third day of June, 2017



Ken Detzner
Ken Detzner
Secretary of State