

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement ("Agreement") is made and entered into this 28th day of November, 2018 (the "Effective Date"), by and between the CITY OF WINSTON-SALEM ("Seller") and SPRING HILL LAND TRUST, and/or its successors or assigns ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, Seller is the owner of fee title interest in that certain real property being approximately 13.14 acres, more or less, located along Motor Road, Winston-Salem, Forsyth County, NC, known as Forsyth County Parcel ID 6847-17-0802.00 and shown as Tract B on that plat of survey recorded in Plat Book 61, Page 80, Forsyth County Register of Deed attached hereto as **Exhibit "A"** and incorporated herein by this reference (hereinafter the "**City Property**");

WHEREAS, Buyer and Greater Tabernacle Worship Center entered into an agreement dated December 11, 2017 for the purchase and sale of property of 1.50 acres, more or less, located adjacent to the City Property, being known as a portion of Forsyth County Tax Parcel ID 6847-17-5864.00 and being shown as 1.48 acres on the Buyer's recent survey attached hereto as **Exhibit "B"** and incorporated herein by this reference, for the Buyer's proposed development of the property to construct a Dollar General store (hereinafter the "**DG Property**");

WHEREAS, Buyer desires to acquire an irrevocable easement in perpetuity over, under, through, and across a portion of the City Property, and said easement area is shown as the hatched area labeled "0.195 Acre Access Easement to be Acquired from City of Winston-Salem" on **Exhibit "B"** (hereinafter the "**Easement Area**") for the purpose of establishing pedestrian and vehicular access, ingress and egress to and from the DG Property as well as installing and maintaining utility lines to serve the DG Property (hereinafter the "**Easement**");

WHEREAS, Seller desires to grant to Buyer such easement and appurtenant rights over, under, through, and across the Easement Area for the consideration and upon the terms and conditions hereinafter set forth, provided that Seller and its successors in interest shall retain the right to access the City Property from the Easement Area; and

WHEREAS, Buyer desires to accept said easement rights for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Sale of Easement.** Seller agrees to sell and Buyer agrees to purchase, subject to the terms and conditions of this Agreement, the Easement and such other rights as may be specified in this Agreement.
3. **Purchase Price.** The purchase price ("**Purchase Price**") is \$15,000.00 payable as follows:

\$1,000.00	Earnest money deposit (" Earnest Money ") to be delivered to the Raleigh, North Carolina office of Chicago Title Insurance Company (" Escrow Agent ") within
------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

five (5) days of the execution of this Agreement by both parties. Escrow Agent may (but is not required to) deposit the Earnest Money in an interest-bearing account and, if so, interest earned will be credited to Buyer. The Earnest Money will be applied as part payment of the Purchase Price at Closing, subject to other provisions of this Agreement. If any dispute arises concerning the Earnest Money, the Escrow Agent may interplead the funds, be released from further responsibility, and will not be restricted from representing Buyer in connection with any matters relating to the Agreement.

Balance The balance shall be delivered by Cash, cashiers/certified check, or wire transfer payable at Closing, as adjusted by prorations and closing costs described below.

4. **Inspection Period.** Buyer and Buyer's agents and designees shall have an initial period of 120 days, subject to any Extensions, as defined below (the "Inspection Period") from the Effective Date of this Agreement (not to include date of signature) to enter the City Property and perform all such studies and inspections of the Easement Area as Buyer may require to determine, in its sole discretion, whether the Easement Area and the Easement are suitable for its proposed commercial development (including, without limitation, market studies, site plans, and architectural drawings) on the DG Property. Seller grants Buyer and Buyer's representatives the right to go on the City Property including the Easement Area to conduct its site studies during this Inspection Period and up to and including the Closing Date. Buyer agrees to restore the City Property and Easement Area substantially to its original condition after completion of studies and inspections. Buyer agrees to hold Seller harmless from any damages to the City Property or liabilities arising from injuries or property damage caused by activities of Buyer or its agents permitted under this paragraph and further agrees that no liens shall be permitted to be attached to the Easement Area as a result of any such activities by Buyer or its agents.

In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Easement Area or the Easement is in any manner unsuitable or unsatisfactory to Buyer, then Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before the expiration of the Inspection Period, in which event Ten and No/100 Dollars (\$10.00) of the Earnest Money shall be delivered to Seller as consideration for Seller's execution of and entry into this Agreement, the balance of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer gives Escrow Agent notice of Buyer's having elected to terminate this Agreement pursuant to this Section 4, then: (i) Escrow Agent shall be, and is hereby, absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth in this Section 4 immediately upon receipt of a copy of such notice, without any inquiry as to the propriety, effectiveness or timeliness of such termination and without the requirement of any further authorization, direction or instruction from either Seller or Buyer, and Seller covenants and agrees not to delay, hinder or impede in any manner whatsoever the disbursement of the Earnest Money as set forth herein.

Buyer may extend the Inspection Period for three (3) additional 45 day periods (each, an "Extension"), upon deposit of \$1,000.00 for each Extension to the Escrow Agent; this deposit shall be held as Earnest Money applied toward the Purchase Price at Closing and shall be refundable to the Buyer according to the terms of this Agreement.

5. **Title Commitment and Survey.** Within the Inspection Period, Buyer, at its expense, shall order a title commitment from Chicago Title Insurance Company ("Title Company") and obtain a copy of all documents which constitute exceptions to the title commitment. Buyer shall give Seller written notice on or before the end of the Inspection Period of any condition of title (exceptions or requirements) that is not satisfactory, in Buyer's sole discretion. Similarly, Buyer shall have until the end of the Inspection Period

within which to notify Seller of any unsatisfactory survey matters. If such notice is given, Seller shall diligently undertake, at its expense, to resolve such matters to Buyer's satisfaction; provided, however, that at Closing mortgages, other liens, or matters subject to resolution from the sales proceeds may be resolved at or prior to Closing. If Seller is unable with the exercise of due diligence to resolve such matters during the Inspection Period after Buyer's notice, then Buyer may, at its option, either (1) accept title subject to the objections raised by Buyer, without any adjustment in the Purchase Price, or (2) rescind this Agreement, whereupon the Earnest Money shall be returned to Buyer, or (3) work with Seller to satisfy unacceptable matters and postpone the Closing Date and extend the Inspection Period the same time period as it takes to satisfy these matters, serving to toll the Inspection Period the amount of time so as to satisfy these matters. The notice requirements in this section shall in no way alter or amend other rights set forth in this Agreement.

Within the Inspection Period, Buyer, at its expense, shall order a current survey of the Basement Area prepared by a duly licensed land surveyor. The survey shall be certified to the Buyer and the Title Company and contain a certification of the acreage contained within the Easement Area, as well as show all other easements and other matters which may be shown on a survey. In the event the survey (or any update prior to Closing) shows any encroachments relating to the Easement Area, or other matters which would, in Buyer's opinion, interfere with Buyer's intended use of the Easement Area or Easement, then such matter shall be treated in the same manner as an unsatisfactory survey matter under the procedure set forth above.

6. Closing. This Agreement shall be closed in the following manner.

A. Closing Date. If all conditions to closing herein are satisfied, the closing on the purchase and sale of the Easement pursuant to the terms hereof (the "Closing") shall be a date selected by Buyer to be on or before 30 days after the end of the Inspection Period or any Extension thereof (the "Closing Date"). Notwithstanding the foregoing, if, for any reason, the Closing does not occur on or before Closing Date, then Buyer may elect to extend the Closing Date as provided in Section 9E below. The Closing shall be held at the offices of Longleaf Law Partners, PLLC, 2235 Gateway Access Point, Suite 201, Raleigh, NC 27607 (the "Closing Attorney"). Neither party shall be required to attend the Closing in person; rather, it is contemplated that the executed closing documents may be submitted to the Closing Attorney via mail to be held in trust by the Closing Attorney until Closing. Seller shall deliver occupancy and possession of the Easement Area to Buyer at the time of closing unless otherwise stated herein.

B. Seller's Instruments. At or prior to the Closing Date, Seller shall deliver to the Closing Attorney the following items, duly executed and acknowledged where required:

- (1) **Easement Agreement.** A permanent Easement Agreement in a form satisfactory to Buyer and Dollar General Corporation granting an irrevocable easement to Buyer over, under, through, and across the Easement Area, said easement being appurtenant to and running with the land, with the Seller and its successors in interest retaining the right to access the City Property from the Easement Area.
- (2) **Release Agreement.** Execution and recordation of a release instrument releasing the DG Property from all of the restrictions set forth in the deed recorded in Book 3143, Page 386 in a form satisfactory to Buyer and Buyer's Title Company.
- (3) **Foreign Person Tax Withholding.** Documentation or information required for compliance with Section 1445 of the Internal Revenue Code, if applicable.

(4) **Additional Documents.** Such additional documents as might be reasonably required by the Buyer, Buyer's Lender, or the Title Company to consummate the conveyance of the Easement to the Buyer.

C. **Costs.** Buyer shall pay all escrow fees, all costs of recording, the cost of obtaining the Title Commitment, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, the costs of any survey or survey update obtained by Buyer, and the costs of all lien searches and other due diligence expenses in connection with the issuance of a title insurance policy. Buyer shall pay document preparation fees for the preparation of documents related to the transaction and all recording fees. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive the Closing.

D. **Tax Prorations.** Not applicable.

7. **Failure of Performance.** If Seller fails to perform as required under this Agreement, then either (1) Buyer may enforce specific performance of this Agreement and in such action shall have the right to recover damages suffered by Buyer by reason of delay in the acquisition of the Easement, or (2) Buyer may recover damages for breach of this Agreement, together with all other legal and equitable remedies, without acquiring the Easement. If Buyer fails to perform as required under this Agreement, then Seller shall receive as its sole remedy the Earnest Money as liquidated damages (specific damages being waived by Seller).

8. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer the matters described below and shall promptly notify Buyer of any new information relevant to such matters through Closing:

A. **Seller's Title.** Seller holds good and marketable fee simple title to the Easement Area, free and clear of all liens, restrictions and encumbrances (other than what may be satisfied at Closing or are acceptable to Buyer under Paragraph 5 above). The person signing this Agreement on behalf of Seller has the proper power and authority to bind the Seller.

B. **Adverse Information.** There are no condemnation, zoning, or other land use regulations or proceedings, either instituted or planned to be instituted (except those which may be instituted by Buyer), which would affect the Easement Area or Easement, nor does Seller have any pending applications or petitions before any governmental or regulatory body relating to the Easement Area or Easement. Seller has received no notice of any special assessment proceedings. Seller has no information or knowledge of (1) any change contemplated in any applicable laws, ordinances, or regulations, (2) any judicial or administrative action, (3) any action by adjacent landowners.

C. **Closing Documents.** All the documents executed by the Seller which are to be delivered to Buyer at Closing are, or at closing will be, (1) duly authorized, executed and delivered by Seller, (2) legal, valid, and binding obligations of Seller, and (3) sufficient to convey a permanent easement; and such documents do not and at the Closing will not violate any provisions of any agreement to which Seller is a party or to which Seller is subject.

D. **Costs Paid.** At the Closing there will be no outstanding contracts made by Seller for any improvements to the Easement Area which have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Easement Area prior to Closing.

E. **Parties in Possession.** As of Closing there shall be no one in possession or with any rights

of possession of the Easement other than Seller (an affidavit as to this shall also be executed at Closing).

F. Environmental Concerns. Seller has no knowledge that the Easement Area has in the past been used or is presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material," "hazardous substances," or "hazardous waste." Furthermore, to Seller's knowledge there has not been and there is no leaking or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Easement Area; and there have not been and are no buried or semi-buried or otherwise placed tanks, storage vessels, drums, containers, or debris of any kind located in the Easement Area. The terms "hazardous waste," "hazardous substances," and "toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any governmental authority as to any of the above environmental concerns. If "hazardous waste," "hazardous substances," or "hazardous material" are located on the Easement Area, then Buyer shall have the option to either close this transaction and require Seller, at Seller's expense, to deliver the Easement free from the condition, or Buyer may elect to terminate this Agreement and all Earnest Money shall be returned to Buyer.

G. Covenants of Seller. Seller covenants that, between the Effective Date and the Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to the Easement Area or create any lien, encumbrance, or charge on the Easement Area, except with the written consent of Buyer. Seller will not make the Easement Area available to any other party during the pendency of this Agreement, but Seller and Buyer hereby agreed that Seller retains the unilateral right to sell or otherwise transfer ownership of the City Property, including the Easement Area, at any time after the Closing.

9. Conditions Precedent. Buyer's obligation to close is subject to the satisfaction, as of the Closing Date, of each of the conditions described below (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing Date). Buyer shall diligently and in good faith pursue the satisfaction of these conditions, and Seller shall promptly cooperate whenever required by Buyer. In the event the conditions below have not been satisfied to the Buyer's satisfaction, the Buyer shall have the right to terminate this Agreement by so notifying Seller in writing. In such event, the Escrow Agent shall return all Earnest Money to Buyer.

A. Correctness of Representations and Warranties. The representations and warranties of Seller shall be true on and as of the Closing Date.

B. Compliance by Seller. Seller shall have performed, observed, and complied with all of its covenants, agreements and conditions as required by this Agreement.

C. Eminent Domain and Condemnation. If in any event after the execution of this Agreement and prior to Closing, Seller receives notice of the commencement or potential commencement of eminent domain or Condemnation action to any part of the Easement Area, Seller shall immediately notify Buyer. In such an event of the commencement or potential commencement of an eminent domain or condemnation action, Buyer shall have the option to either proceed with the Closing or to terminate the Agreement, which in such event of Buyer electing to terminate the Agreement, the Earnest Money shall be refunded to the Buyer.

D. DG Property. The obligation of Buyer to consummate the Closing hereunder is subject to the closing of the DG Property simultaneously with the Closing contemplated by this Agreement. Seller and Buyer agree to cooperate with each other to facilitate such a simultaneous closing. In the event the purchase and sale of any portion of the DG Property is not consummated in accordance with the terms and conditions of the contract covering the same simultaneously with the Closing hereunder for any reason, then (i) Buyer may extend the Closing Date for a reasonable period of time by giving written notice of any such extension to Seller on or before the then current Closing Date, or (ii) in the event that the Closing Date is not extended as provided in the immediately preceding subsection (i) Buyer shall have the right, at Buyer's option and election, to terminate this Agreement, whereupon the Earnest Money shall be promptly refunded to Buyer, this Agreement shall become null and void and the parties shall be relieved of and released from any and all further rights, obligations and liabilities hereunder, unless as designated otherwise herein. In the event that the Closing Date is extended as provided above and any portion of the DG Property is not consummated in accordance with the terms and conditions of the contracts covering the same simultaneously with the Closing hereunder at the time of such extended Closing Date, Buyer shall have the right, at Buyer's option and election, to terminate this Agreement whereupon the Earnest Money shall be promptly refunded to Buyer, this Agreement shall become null and void, and the parties shall be relieved and released from any and all further rights, duties, obligations and liabilities hereunder, unless as designated otherwise herein.

10. Cooperation. Seller shall cooperate with Buyer as to all consent requirements relating to governmental approvals.

11. Miscellaneous. It is further agreed as follows:

A. Notice. All notices will be in writing and served by postage prepaid certified mail, by next day delivery (such as Federal Express), or by electronic message transmission (email) to the addresses shown below, until notification of a change of such addresses. All such notices shall be deemed delivered on the date initiated.

To Seller: CITY OF WINSTON-SALEM
Attn: Kirk Bjorling, Real Estate Administrator
P.O. Box 2511
Winston-Salem, NC 27102
Telephone: (336) 734-1291
Email: KirkB@cityofws.org

With a copy to: City Attorney
P.O. Box 2511
Winston-Salem, NC 27102

To Purchaser: SPRING HILL LAND TRUST
Post Office Box 7114
Thomasville, GA 31758
Email: springhilltrust@gmail.com

With a copy to: LONGLEAF LAW PARTNERS, PLLC
Attn: Holly S. Mills
2235 Gateway Access Point, Ste 201
Raleigh, NC 27607
Telephone: (919) 645-4300
Email: hmills@longleaflp.com

B. Survival. All representations and warranties in this Agreement shall survive the Closing, as shall any covenants for performance after closing.

C. No Waiver. Failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing provided to the other party according the notice provision of this Agreement.

D. Brokerage Commissions. The parties agree that there are no real estate brokers involved in this Agreement and should anyone ever claim a commission is due from this Agreement, then the party through whom the commission is claimed shall indemnify and hold harmless the other party, including providing a defense to such a claim (or paying the other party's costs and expenses, including attorney's fees, if a defense is not promptly provided).

E. Entire Agreement. This document constitutes the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

F. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties. Spring Hill may assign this Agreement to any individual, corporation, syndicate, or other business entity, which shall agree to assume each of Spring Hill's obligations hereunder, and, upon assumption, Spring Hill shall be released from all obligations hereunder. Spring Hill may direct that title to the Spring Hill Tract or any portion thereof be conveyed to Spring Hill or its nominee.

G. Attorney's Fees. If either party prevails against the other in a legal action concerning any part of this Agreement, the successful party shall be entitled to its reasonable attorney's fees and costs connected with such action, through appellate and bankruptcy proceedings, in addition to all other recovery or relief. Costs shall include all deposition costs and expert fees, even if not used at trial.

H. Construction of Terms. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

I. Severability. In case any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

J. Relationship of Parties. The parties are not partners or business associates in any form, as they are solely dealing at arms-length as Seller and Buyer with respect to the Easement Area.

K. Dates. If any date provided for in this Agreement falls on a Saturday, Sunday, or holiday, the date shall be the next business day.

L. Rights of others.

- (i) No other person, firm, or entity has any right in or right to acquire the Easement Area or any part thereof, and there is no contract (including any service contract) or

agreement of any kind or nature affecting the Easement Area or the operation thereof which will survive the Closing.

- (ii) Seller is in open, notorious, and undisputed possession of the Easement Area and there are no other parties in possession of or holding any right to use or possess any portion of the Easement Area.

M. Law or other violations. Seller has no knowledge of any uncured violations of any statute, regulation or other law affecting any portion of the Easement Area, and Seller shall give to Buyer prompt notice of and cure at its sole expense, any such violation prior to Closing, including without limitation, any environmental or land use statute, regulation or other law applicable to the Easement Area. Seller has received no notice of any proposed or pending public improvements or any pending or contemplated condemnation proceedings affecting the City Property or Easement Area.

N. Bankruptcy or Judgment. Seller has not filed for bankruptcy or reorganization or made a general assignment for the benefit of creditors, and Seller is not insolvent or otherwise unable to pay its debts as they become due and no party has any unsatisfied judgment against Seller.

O. Lawsuits or Actions. There are not any lawsuits or administrative actions pending or threatened against the City Property or Easement Area or to the business conducted thereon nor against Seller which, if decided adversely to Seller, would have any effect upon the Easement Area. Should any lawsuit arise having any effect on the Easement Area or the Easement, the Seller shall indemnify Buyer from any act occurring at or before the occurrence of the conveyance of the Easement from Seller to Buyer.

P. Representations and Disclosures. To the best of Seller's knowledge, (i) all information regarding the Easement Area furnished by Seller to Buyer is true and correct in all material respects, (ii) Seller has not failed to furnish to Buyer any information which would be material to the ownership, operation by Buyer of the Easement Area or the Easement as it exists presently or on the Closing date, or which would be material or an impediment to the use of the Easement Area or the Easement, and (iii) Seller has disclosed to Buyer in writing all material adverse information of which Seller is aware, if any, concerning the physical condition of the Easement Area.

Q. Signatures. The parties have signed this Agreement as of the Effective Date. This Agreement may be signed in several counterparts and, together, shall constitute one document. Facsimile copies of signatures or digitally scanned signatures are acceptable to evidence complete agreement.

[remainder of page left blank intentionally, separate signature pages follow]

SEPARATE SIGNATURE PAGE TO EASEMENT PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed by authorized parties.

"Seller"

CITY OF WINSTON-SALEM

BY: [Signature] (SEAL)

Printed Name: Lee Garrity

Title: City Manager

ATTEST:

BY: [Signature] (SEAL)

Printed Name: ~~Melanie Johnson~~ Meridith Martin

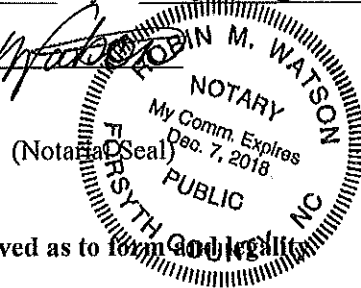
Title: City Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

I, Robin M. Watson, a Notary Public of Forsyth County, North Carolina, do hereby certify that ~~Melanie Johnson~~ Meridith Martin personally came before me this day and acknowledged that she is City Secretary of the City of Winston-Salem, a municipal corporation of North Carolina, and that, by authority duly given, and as the act of said corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its City Secretary.

Witness my hand and notarial seal or stamp, this the 28th day of November, 2018.

[Signature]
Notary Public



My commission expires: 12-7-2018

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

Approved as to form and legality

This the ___ day of _____, 20__.

This the 27th day of December, 2018.

not required
Lisa Saunders, Chief Financial Officer

[Signature]
Angela Carmon, City Attorney

SEPARATE SIGNATURE PAGE TO EASEMENT PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed by authorized parties.

“Purchaser”

SPRING HILL LAND TRUST

By: [Signature] (SEAL)
Zach Crumley, Trustee

STATE OF GEORGIA)
COUNTY OF THOMAS)

I, MARGARET C. SANDERS, a Notary Public of the County and State aforesaid, do hereby certify that ZACH CRUMLEY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp, this the 29th day of OCTOBER, 2018.

[Signature]
Notary Public

My commission expires: NOVEMBER 29, 2019 (Notarial Seal)

