FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND EXXONMOBIL OIL CORPORATION FOR BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and ExxonMobil Oil Corporation, a foreign corporation authorized to transact business in the State of Florida ("Licensee") (each individually referred to as a "Party" and collectively as the "Parties"), is entered into effective as of the date this First Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. The Parties entered into the License Agreement between County and Licensee for Bulk Petroleum Product Pipelines at Port Everglades, dated May 7, 2018 (the "Agreement"). Pursuant to such Agreement, Licensee installed certain Pipelines (as defined in the Agreement) at Port Everglades.

B. In the Agreement, County retained the right, at any time during the term of the Agreement, to install, develop, or redevelop utilities, cables, roads, parking areas, pavements, piers, docks, deepwater slip areas, railroad tracks, or other Port-related infrastructure under, over, and within the Premises (as defined in the Agreement).

C. Additionally, pursuant to the Agreement, if removal or relocation of the Pipelines became necessary, as determined by County through the Contract Administrator, Licensee would be required to remove or relocate such Pipelines and restore the surface to grade level within one year after receipt of written notice from County, all at the sole cost and expense of Licensee.

D. In the event of relocation, County would be required to provide Licensee with an adequate alternative licensed location to enable Licensee to install or relocate its Pipelines in order to continue to transport at least the same amount of Products (as defined in the Agreement) as before the required relocation of the Pipelines. In such case, the Premises would be redefined through an amendment to the Agreement.

E. County is working towards completing the Broward County Port Everglades Department's Slip 1 Expansion Project, and, by letter dated June 25, 2021, County notified Licensee that it must relocate its Pipelines by June 24, 2022, at Licensee's sole cost and expense.

F. This First Amendment amends the Premises, which Licensee acknowledges is adequate, as amended, to allow Licensee to continue to transport at least the same amount of Products as before the required relocation of its Pipelines, and authorizes the Port Director to execute any future amendments amending the Premises.

Now, therefore, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

3. Exhibit A to the Agreement is replaced with Exhibit A-1 attached hereto, which is hereby incorporated in the Agreement. Exhibit A-1 depicts the Premises initially licensed to Licensee ("Initial Premises"), and the revised Premises provided to Licensee to relocate the Pipelines ("Revised Premises"). All references to Exhibit A in the Agreement are amended to refer to Exhibit A-1 attached hereto. All references to the Premises in the Agreement are amended to refer to the Initial Premises and the Revised Premises, collectively, until the earlier of the following: (a) the date the Pipelines are relocated from the Initial Premises to the Revised Premises, evidenced by a letter signed by the Parties (with County signing through its Port Director) acknowledging a successful pressure test of the relocated Pipelines; or June 24, 2022 (unless such deadline is extended in writing by agreement of the Parties, with County acting through its Port Director). After the earlier of the foregoing, Exhibit A-1 shall be automatically amended without further action by the Parties to remove the Initial Premises and all references to the Premises in the Agreement shall refer only to the Revised Premises.

4. Commencing on the Effective Date, **Exhibit A-1** may be amended by written approval of the Parties, with County acting through its Port Director.

5. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

6. The Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment to the Agreement. Accordingly, the Parties agree that no deviation from the terms of this First Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more strictly against one of the Parties than any other.

8. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of ______, 2021, and ExxonMobil Oil Corporation, signing by and through its ______, duly authorized to execute same.

By:

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

_____ day of ______, 2021

Mayor

Approved as to form by Andrew J. Meyers Broward County Attorney Port Everglades Department 1850 Eller Drive, Suite 502 Fort Lauderdale, Florida 33316 Telephone: (954) 523-3404

8/19/21 By:

Carlos Rodriguez-Cabarrocas (Date) Assistant County Attorney

CRC:cr Industry Relocation Amendment - Exxon 07/19/21

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND EXXONMOBIL OIL CORPORATION FOR BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES

LICENSEE

ExxonMobil Oil Corporation

WITNESSES:

(Signature)

Bradby Kausale (Print Name)

(Signature)

Daniel Jusson L (Print Name)

By: 24Jal

HARRY JANKE (Print Name of Pres./Vice Pres.)

ATTORNEY IN FACT

(Print Title)

17 day of _____ 2021

ATTEST:

Corporate Secretary

(Print Name of Secretary)

(CORPORATE SEAL)

DESCRIPTION: ExxonMobil

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A PORTION OF SOUTHEAST ONE-QUARTER (S.E. %) OF THE NORTHWEST ONE-QUARTER (N.W. %) OF SECTION 23, TOWNSHIP EO SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. ½); THENCE SOUTH 87°55'05" WEST, ALONG A PORTION OF THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. ½), A DISTANCE OF 1333.89 FEET; THENCE SOUTH 01°44'19" EAST, ALONG A PORTION OF THE WEST LINE OF THE NORTHEAST ONE-QUARTER IN.E. ½) OF SAID NORTHWEST ONE-QUARTER (N.W. ½), A DISTANCE OF 1347.50 FEET; THENCE NORTH 87°58'47" EAST, ALONG A PORTION OF THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E. ½), ALSO BEING ALONG THE NORTH RIGHT OF WAY OF \$.E. 28" STREET, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°58'47" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 40.00 FEET; THENCE SOUTH 01°44'19" EAST, ALONG A LINE PARALLEL TO AND 65.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID S.E. 28TM STREET; THENCE SOUTH 87°58'47" WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET; THENCE SOUTH 01°44'19" WEST, ALONG A LINE PARALLEL TO AND 25.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY, A DISTANCE OF 40.00 FEET; THENCE NORTH 01°44'19" WEST, ALONG A LINE PARALLEL TO AND 25.00 FEET EAST OF AS MEASURED AT HIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY.

TOGETHER WITH:

A STRIP OF LAND 10.00 FEET IN WIDTH LYING IN THE NORTHWEST ONE-QUARTER (N.W. %) SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND LYING 5.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL "A", "MARITIME PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 117, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 88°02'30" WEST, ALONG THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING ALONG A PORTION OF THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. %), A DISTANCE 100.00 FEET TO THE WEST LINE OF BROWARD COUNTY PORT AUTHORITY RIGHT-OF-WAY; THENCE NORTH 01°37'46" WEST, ALONG SAID WEST LINE, A DISTANCE OF 848.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°22'14" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

A STRIP OF LAND 4.00 FEET IN WIDTH LYING IN THE NORTHWEST ONE-QUARTER (N.W. ½) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, ALSO LYING IN TRACTS A AND B, PORT EVERGLADES SUBDIVISION NO. 1, ACCORDING THE PLAT THEREOF AS RECORDED IN FLAT BOOK 26, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO LYING IN THAT CERTAIN 25' HIGHWAY PARCEL AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 16, PAGE 51 OF SAID PUBLIC RECORDS, ALSO LYING IN PARCELS "A", "B" AND EISENHOWER BOULEVARD AS SHOWN ON PORT EVERGLADES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN FLAT BOOK 108, PAGE 31 OF SAID PUBLIC RECORDS AND LYING 2.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. %); THENCE SOUTH 87°65'05" WEST, ALONG A PORTION OF THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. %) A DISTANCE OF 1333.89 FEET; THENCE SOUTH 01°44'19" EAST, ALONG A PORTION OF THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. %) OF SAID NORTHWEST ONE-QUARTER (N.W. %), A DISTANCE OF 100.00 FEET; THENCE NORTH 87°55'05" EAST, ALONG A LINE PARALLEL TO AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 525.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°04'55" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 87°55'05" EAST, ALONG A LINE PARALLEL TO AND 79.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 819.70 FEET; THENCE SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 819.70 FEET; THENCE SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 819.70 FEET; THENCE SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 819.70 FEET; THENCE SOUTH 34°12'26" EAST, A DISTANCE OF 36.96 FEET; THENCE NORTH 67°84'35" EAST, A DISTANCE OF 402.70 FEET; THENCE SOUTH 46°36'10" EAST, A DISTANCE OF 48.53 FEET; THENCE SOUTH 01°38'10" EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 47°05'53" EAST, A DISTANCE OF 40.14 FEET; THENCE NORTH 87°54'07" EAST, A DISTANCE OF 778.86 FEET; THENCE SOUTH 70°42'52" EAST, A DISTANCE OF 85.38 FEET; THENCE NORTH 87°54'35" EAST, A DISTANCE OF 55.12 FEET TO A POINT SAID POINT TO BE HEREIN AFTER KNOWN AS REFERENCE POINT "A"; THENCE CONTINUE NORTH 87°54'35" EAST, A DISTANCE OF 93.21 FEET TO THE POINT OF TERMINATION, SAID POINT ALSO TO BE HEREIN AFTER KNOWN AS HEFERENCE POINT "B".

TOGETHER WITH:

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A STRIP OF LAND 8.00 FEET IN WIDTH LYING 4.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES DETTES

EXHIBIT "A"

COMMENCING AT SAID REFERENCE POINT "A"; THENCE SOUTH 01°59'43" EAST, A DISTANCE OF 228.03 FLET TO THE POINT OF TERMINATION.

SHEET 1 OF 7 JOB NO. 96-0061.04 DATED 22 August 27, 1998 REV. 1 September, 1998 M:\APPS\Clerical\JOBS\96-0061\\e32ls\MOB1L,eloc

TOGETHER WITH:

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A STRIP OF LAND 8.00 FEET IN WIDTH LYING 4.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT SAID REFERENCE FOINT "B"; THENCE NORTH 01°04'19" WEST, A DISTANCE OF 7.00 FEET TO A POINT SAID POINT TO BE HEREIN AFTER KNOWN AS REFERENCE POINT "C"; THENCE CONTINUE NORTH 01°04'19" WEST, A DISTANCE OF 204.03 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

BEGINNING AT SAID REFERENCE POINT "O"; THENCE SOUTH 88°55'41" WEST, A DISTANCE OF 9.00 FEET; THENCE NORTH 01°04'19" WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 88°55'41" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 01°04'19" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 88°55'41" WEST, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA.

NOTE: THE BEARINGS REFERENCED HEREIN ARE BASED ON A BEARING OF NORTH 87°54'35" EAST ON THE NORTH LINE OF PARCEL "A" AS SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

> CRAVEN THOMPSON & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER LB 271

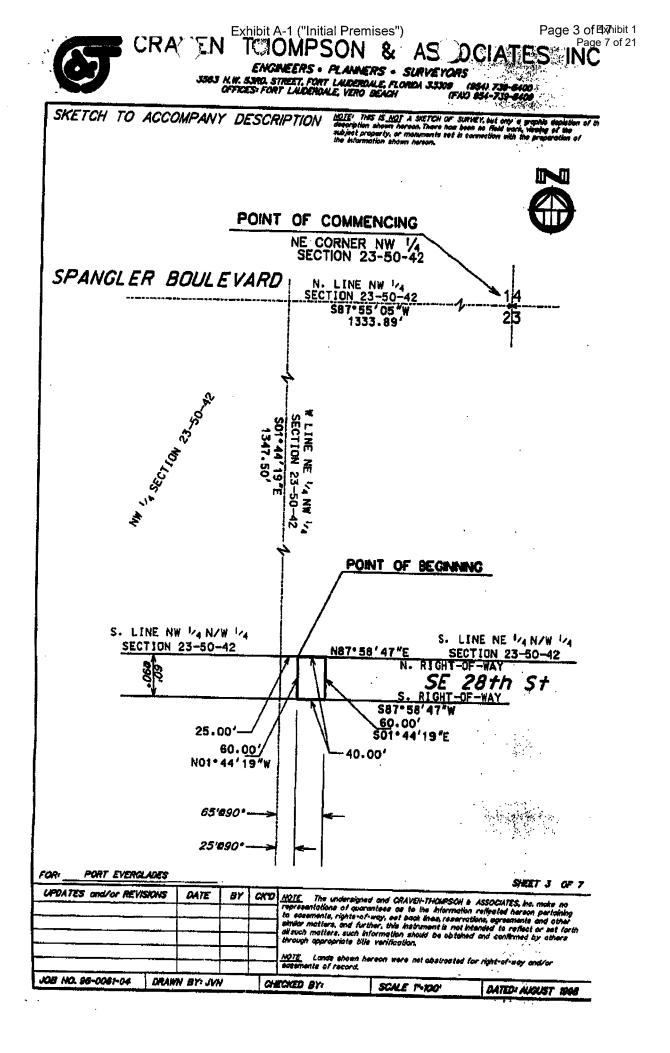
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JON V. NOLTING PROFESSIONAL SURVEYOR AND MAPPER NO. 4499 STATE OF FLORIDA

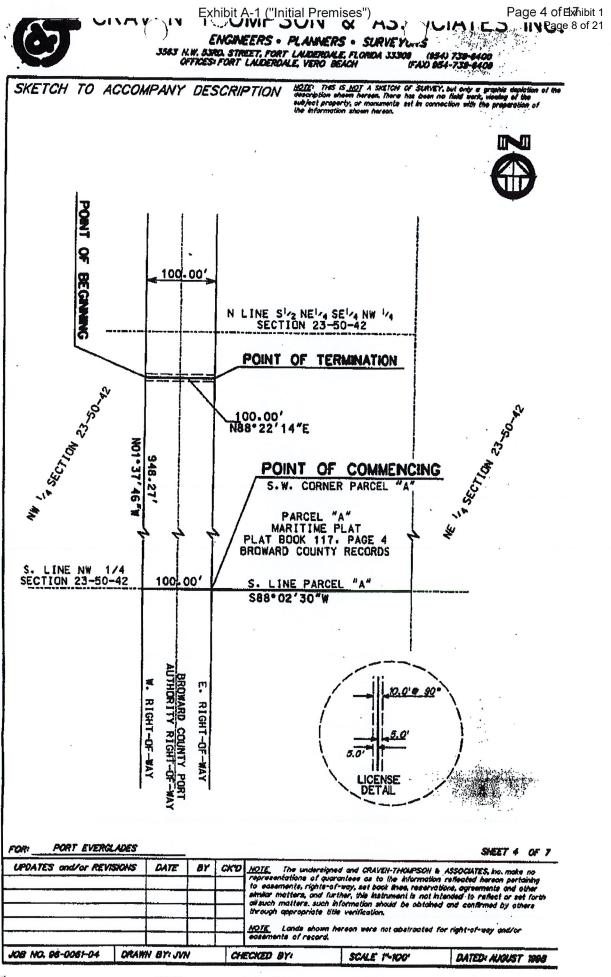
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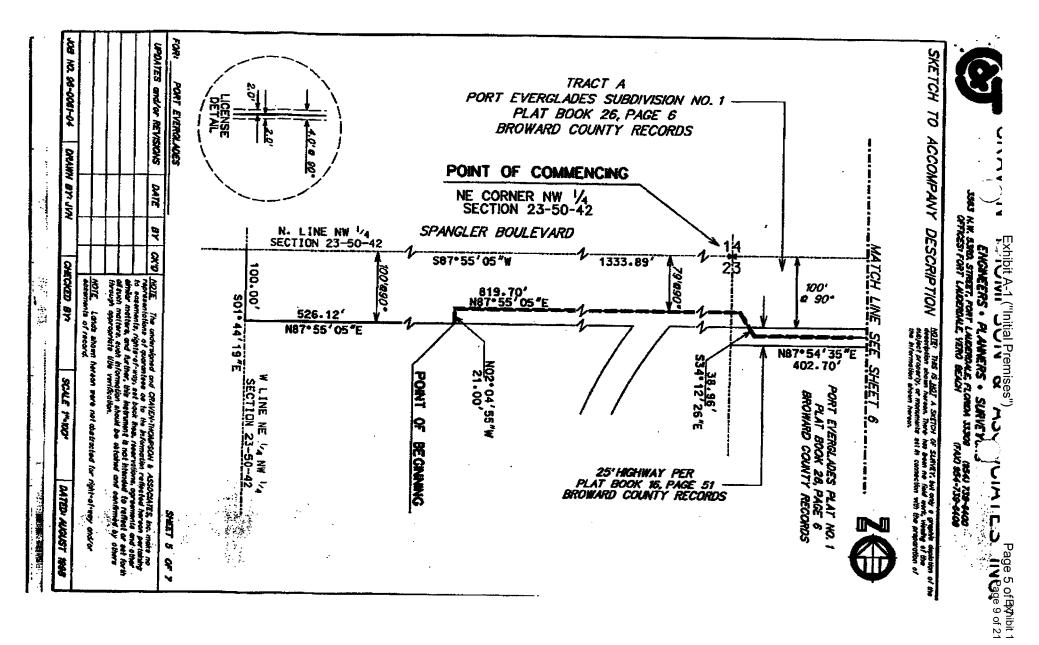
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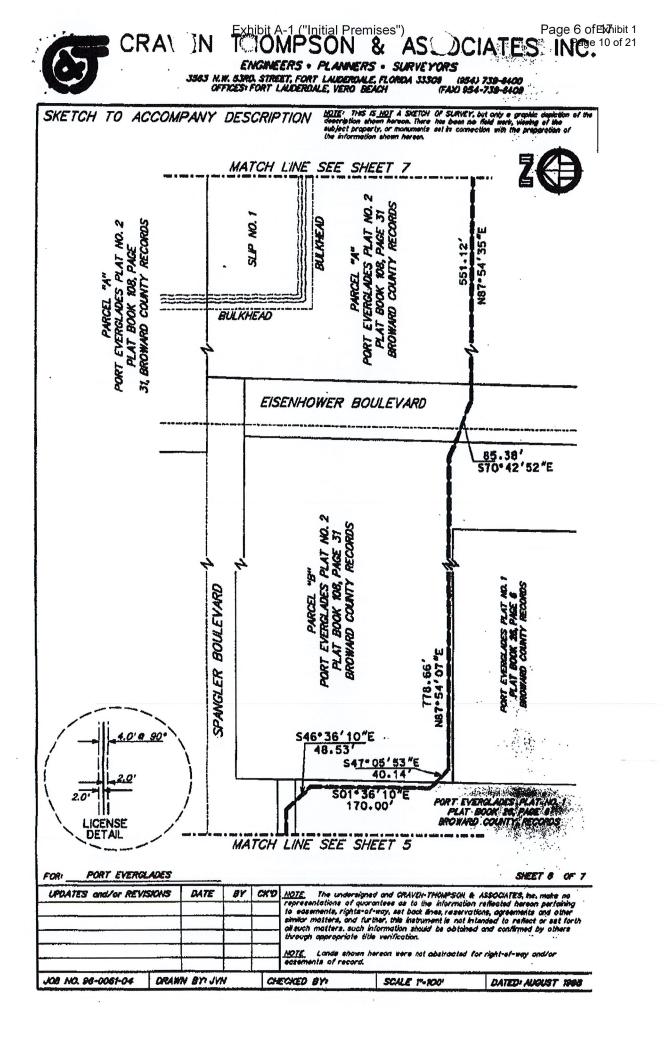
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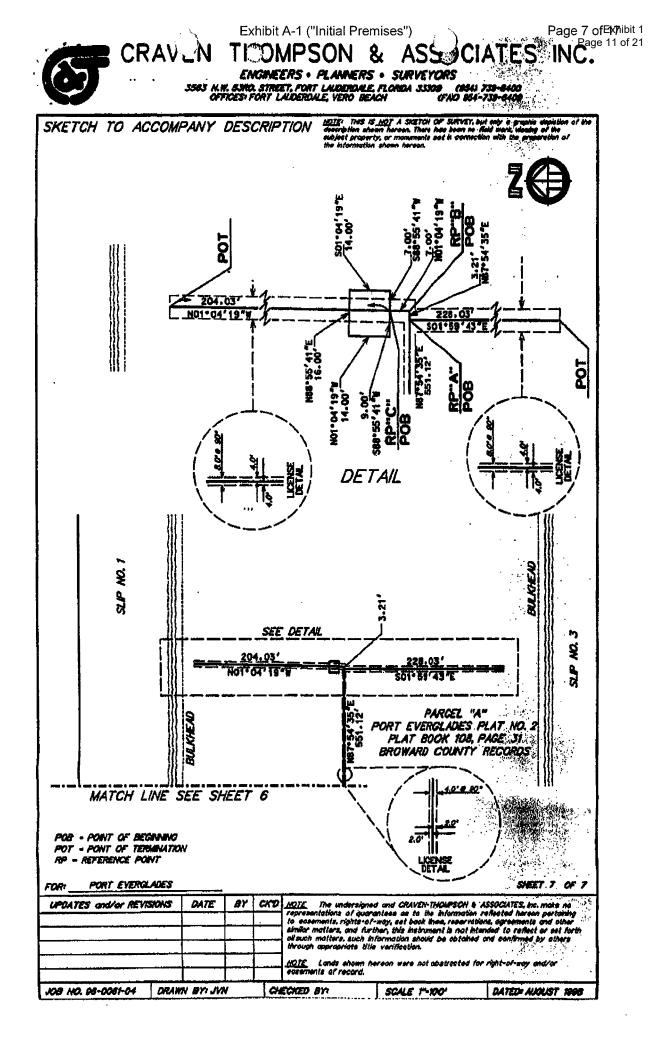


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SKETCH OF DESCRIPTION EXXON-MOBIL FUEL LINE LICENSED AREA PORT EVERGLADES, FORT LAUDERDALE, FLORIDA

A STRIP OF LAND 4.00 FEET IN WIDTH LYING IN THE NORTHWEST ONE-QUARTER (N.W. 1) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, ALSO LYING IN TRACTS A AND B PORT EVERGLADES SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26 PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, ALSO LYING IN THAT CERTAIN 25' HIGHWAY PARCEL AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 16 PAGE 51 OF SAID PUBLIC RECORDS, ALSO LYING IN PARCELS "A", "B" AND EISENHOWER BOULEVARD AS SHOWN ON PORT EVERGLADES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108 PAGE 31 OF SAID PUBLIC RECORDS AND LYING 2.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED **CENTERLINE:**

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W. 1.4); THENCE SOUTH 87'55'05" WEST ALONG A PORTION OF THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (N.W. 1) A DISTANCE OF 1333.89 FEET;

THENCE SOUTH 01.44'19" EAST ALONG A PORTION OF THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SAID NORTHWEST ONE-QUARTER (N.W.1/4) A DISTANCE OF 100.00 FEET;

THENCE NORTH 87'55'05" EAST ALONG A LINE PARALLEL TO AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE A DISTANCE OF 526.12 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH ALONG SAID CENTERLINE NORTH 02'04'55" WEST A DISTANCE OF 21.00 FEET;

THENCE NORTH 87'55'05" EAST ALONG A LINE PARALLEL TO AND 79.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE A DISTANCE OF 819.70 FEET;

THENCE SOUTH 34'12'26" EAST A DISTANCE OF 38.96 FEET;

THENCE NORTH 87'54'35" EAST A DISTANCE OF 402.70 FEET;

THENCE SOUTH 46'36'10" EAST A DISTANCE OF 48.53 FEET;

THENCE SOUTH 01'36'10" EAST A DISTANCE OF 170.00 FEET;

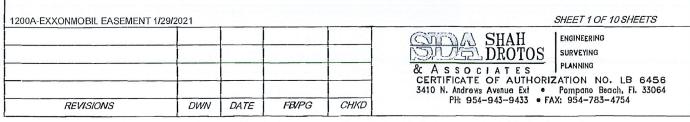
THENCE SOUTH 47°05'53" EAST A DISTANCE OF 40.14 FEET;

THENCE NORTH 87'54'07" EAST A DISTANCE OF 778.88 FEET;

THENCE SOUTH 70'42'52" EAST A DISTANCE OF 85.38 FEET;

THENCE SOUTH 02'04'39" EAST A DISTANCE OF 15.26 FEET;

FOR THE FIRM. BY: MICHAEL D. SARVER PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 4474



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AND NED BERE

SKETCH OF DESCRIPTION EXXON-MOBIL FUEL LINE LICENSED AREA PORT EVERGLADES, FORT LAUDERDALE, FLORIDA

THENCE SOUTH 55'35'59" EAST A DISTANCE OF 6.01 FEET;

THENCE NORTH 88'50'26" EAST A DISTANCE OF 11.02 FEET;

THENCE NORTH 48'32'04" EAST A DISTANCE OF 4.79 FEET;

THENCE NORTH 87'56'02" EAST A DISTANCE OF 420.36 FEET;

THENCE SOUTH 01'58'46" EAST A DISTANCE OF 32.53 FEET;

THENCE NORTH 87'56'02" EAST A DISTANCE OF 311.60 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE, SAID TERMINATION POINT HEREINAFTER KNOWN AS REFERENCE POINT "A".

TOGETHER WITH:

A STRIP OF LAND 8.00 FEET IN WIDTH LYING 4.00 FEET EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE AFORESAID REFERENCE POINT "A":

THENCE SOUTH 87'56'02" WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 02'04'02" WEST A DISTANCE OF 37.90 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

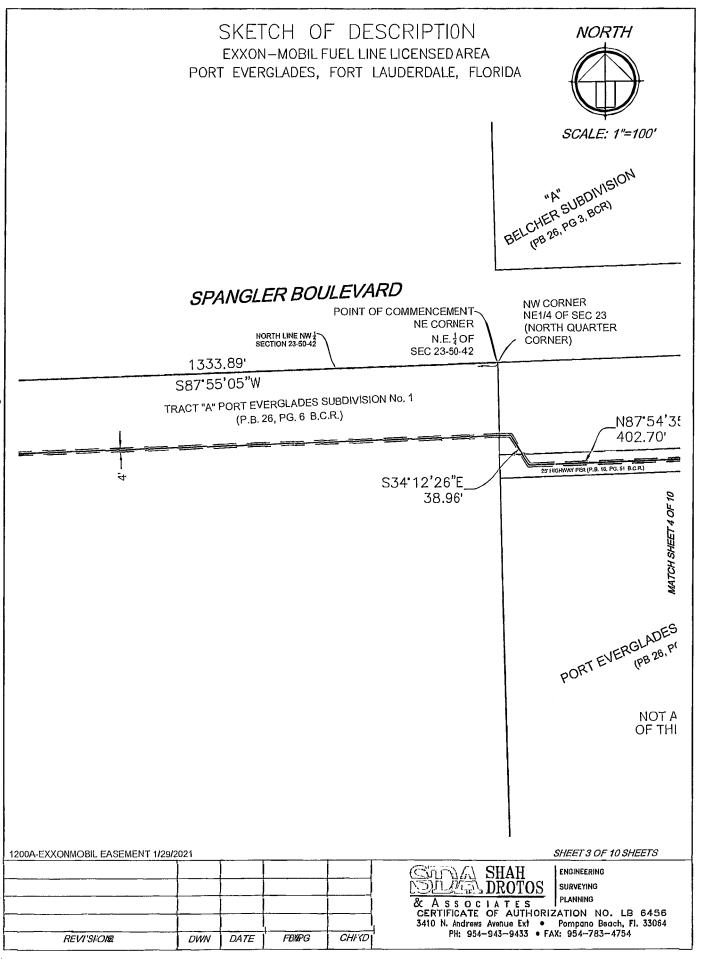
THE BEARING BASE FOR THIS DESCRIPTION AND SKETCH IS BASED ON A BEARING OF NORTH 87'54'35" EAST ON THE NORTH LINE OF PARCEL "A" A SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 155 PAGE 12 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

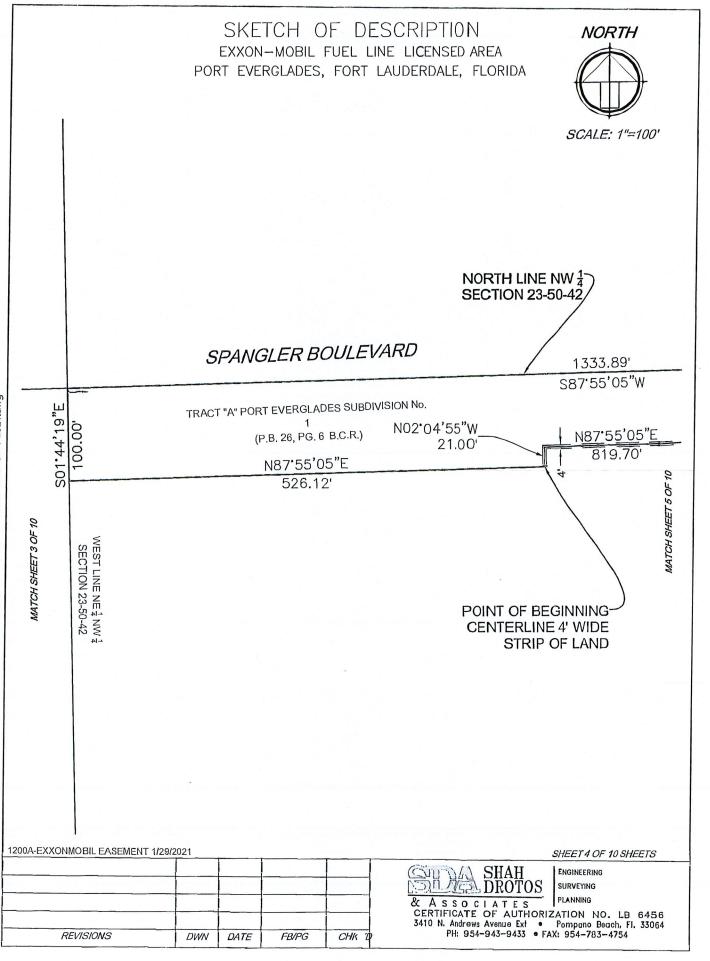
FOR THE FIRM. BY: MICHAEL D. SARVER PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 4174

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REVISI	DWN	DAT E	FB/PG	СНКіД	SHAH DROTOS BURVEYING & A S S O C I A T E S CERTIFICATE OF AUTHORIZATION NO. LB 6456 3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064 PH: 954-943-9433 • FAX: 954-783-4754

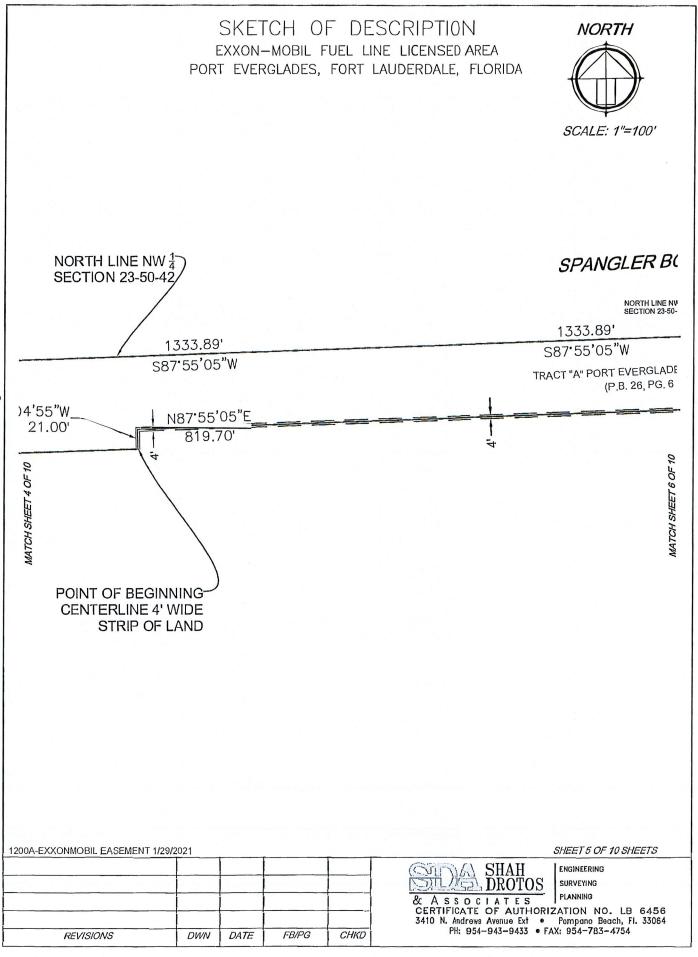
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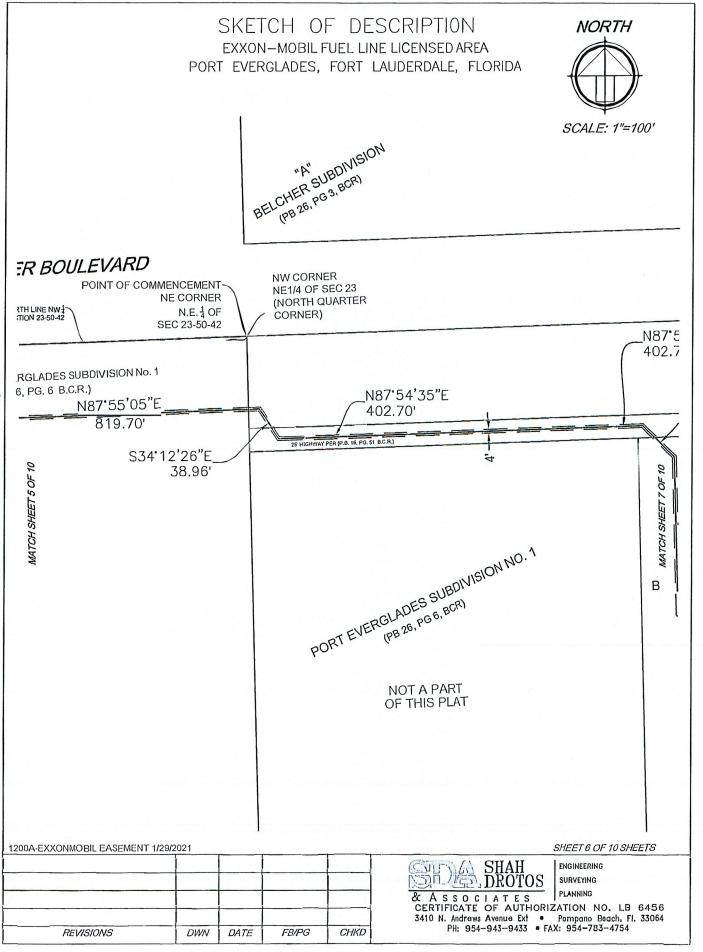
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