

Division of Corporations

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WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC.

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DATE: April 20, 2012 PAGES (INCLUDING COVER PAGE): 17

TO: Division of Corporation FAX: 850-617-6380

FROM: Wanda B. Knudson CLIENT MATTER: _____

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COMMENTS

For your information, I have been requested by Attorney Falk to advise you that Section 23 is new in the following filing of Amended and Restated Articles of Incorporation for Wildcat Run Country Club Association, Inc. This is for your information only and is not part of the filing.

Any federal tax advice contained herein or in any attachment hereto is not intended to be used, and cannot be used, to (1) avoid penalties imposed under the Internal Revenue Code or (2) support the promotion or marketing of any transaction or matter. This legend has been affixed to comply with U.S. Treasury Regulations governing tax practice.

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Wildcat Run Country Club Association, Inc.

DOCUMENT NUMBER: N08278

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Steven M. Falk, Esq.

(Name of Contact Person)

Roetzel & Andress, LPA

(Firm/ Company)

850 Park Shore Drive, Suite 300

(Address)

Naples, FL 34103

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Steven M. Falk, Esq. at 239 , 649-2718

(Name of Contact Person)

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
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Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC.

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Exhibit "A"

1.0 NAME & ADDRESS

This Club is known as WILDCAT RUN COUNTRY CLUB ASSOCIATION, INC. (hereinafter referred to as the "Club"). Its address is 20300 Country Club Drive, Estero, Florida 33928.

1.1 SUBDIVISION

The term Subdivision shall be as defined in the Declaration of Covenants and Restrictions for Wildcat Run (the "Declaration").

2.0 TERM OF EXISTENCE

The existence of the Club commenced March 20, 1985 and shall continue thereafter in perpetuity.

3.0 PURPOSE

This Club is organized for the purpose of owning, maintaining and operating a golf course, tennis courts, fitness center, clubhouse and other facilities (collectively, the "Country Club Facilities"), for the use, benefit, pleasure and recreation of the members of the Club (the "Members"), their families, guests and others permitted to use the Country Club Facilities pursuant to these Articles of Incorporation, the Club's Bylaws and the Club's Rules and Regulations (collectively, the "Membership Documents"). The foregoing will not be construed in any way as limiting its powers but the Club will have and exercise all of the powers conferred upon corporations so formed.

4.0 CLASSIFICATION OF MEMBERS

4.1 SOCIAL MEMBERS

One Social membership shall be appurtenant to each Lot or Unit in the Subdivision.

Social membership will not be issued to persons who do not own a Lot or Unit in the Subdivision.

Social Members have a co-equal right to use and enjoy the General Facilities, which refers to all Country Club Facilities not otherwise specifically designated as Golf Course Facilities. Social members will be permitted to use the Golf Course Facilities including the golf course only upon payment of greens fees, and other golf facility use fees as may be determined by the Board, and then subject to the following limitations:

a) SEASON PLAY

During the calendar months of November through April, inclusive, of each calendar year, Social members will be permitted to use the golf course only as guests of Golf members or otherwise to the extent that the use thereof by Social members does not have a material adverse effect upon or otherwise materially impede the use thereof by Golf members as determined by the Board; and,

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b) OFF SEASON PLAY

During calendar months of May through October, inclusive, of each calendar year, Social members will not be required to be accompanied by a Golf member, but shall be allowed to use the golf course so long as the use by Social members does not materially impede the use thereof by Golf members as determined by the Board of Directors.

4.2 GOLF MEMBERS

Golf members, whether residential or non-residential, must be equity members and thus have a co-equal right to use and enjoy all of the General Facilities together with a preferential right to use the Golf Course Facilities without the payment of green fees.

4.3 TEMPORARY ANNUAL MEMBERS

The Board may issue temporary annual non-equity Golf memberships to non-residents of the Subdivision upon payment of annual fees. Temporary annual members shall not have any voting rights in the Club and such memberships shall be recallable at any time determined by the Board. Except for this authorization to establish temporary memberships or as expressly set forth in these Articles or the Bylaws, all references to membership in these Articles refer to Social and Golf Memberships.

5.0 FACILITIES**5.1 General Facilities**

Means and refers to all other Country Club Facilities not otherwise specifically designated as Golf Course Facilities.

5.2 Golf Course Facilities

Means and refers to the 18 hole golf course tract, the practice driving range and practice putting greens all of which are depicted on the Plat; the portion of the men's and women's locker rooms in the "Nineteenth Hole Building" used exclusively for Golf members, together with the first floor (basement) of the Country Club Clubhouse used for golf cart and golf club storage. For the purposes of allocating the value of the Country Club Clubhouse and the "Nineteenth Hole Building" between Social and Golf members, the following applies: for the Clubhouse, the portion of the first floor (basement) used for golf cart and golf club storage shall be considered to be 24% of the fair market value of the whole Clubhouse and allocated exclusively to the Golf members, and for "Nineteenth Hole Building", the portion of the fair market value allocated solely to the Golf members will be the amount of floor space in the men's and women's locker rooms used exclusively for golf activity taken as a percent of the total floor space in the "Nineteenth Hole Building.

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6.0 APPLICATION PROCESS

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6.1 **APPLICANTS FOR SOCIAL MEMBERSHIP** shall complete and file an information form for account and administrative purposes. Their membership approval is determined as part of the real estate transaction process and will not be subject to Board approval.

6.2 **APPLICANTS FOR GOLF MEMBERSHIP** will be required to complete and file such application forms, membership purchase agreements and provide supplemental information as may be required by the Board of Directors accompanied by the payment of a fee in the amount prescribed by the Board of Directors.

6.3 **FORMS** may be different for Golf and Social membership.

6.4 **CONSIDERATION OF APPLICATIONS**

The Board will consider each application as soon as practicable. Prior to consideration of an Application, the Board may (but need not) solicit the comments of the Members. Each applicant will be notified whether his application has been accepted or rejected as soon as practicable following the deliberations of the Board. If an application is rejected, the Board will not be required to disclose the reason for rejection.

7.0 ELIGIBILITY FOR GOLF MEMBERSHIP

Applicant must:

7.1 Be (a) individuals, (b) a husband and wife or (c) corporations, partnerships, trusts or other legal entities ("Entity") provided the Entity owns a Lot or Unit in the Subdivision. The member-Entity must designate one individual or husband and wife who occupy the Lot or Unit as the beneficial user of the privileges of membership. The Entity and individual or husband and wife must all be approved by the Club (subject to the standards set forth herein) and all shall be jointly and severally responsible for amounts owed to the Club. The membership may be transferred to the designated user without fee in the event of dissolution of an Entity. An Entity may change the beneficial user of a membership only upon payment to the Club of a fee in the amount determined as if the membership were resigned and resold pursuant to the provisions of these Articles of Incorporation. The ability of an Entity to be a membership sponsor is a convenience to owners of the Lot or Unit comprising that Entity and does not permit multiple use or rotating use of memberships by employees, officers, directors, shareholders, or partners of Entities, or as a method to avoid the resignation and resale provisions of these Articles.

7.2 Be of high moral character and reputation and not be a convicted felon;

7.3 Be credit-worthy and financially responsible;

7.4 Not have been denied membership in or expelled from a club;

7.5 Must have such other qualifications and qualities as the Board may determine appropriate.

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7.6 Membership will not be denied on the basis of any "class" protected by Federal or Florida law. H12000106710 3

8.0 LIMITATION ON NUMBER OF MEMBERS

The Club will not at any one time have more than Three Hundred Seventy Five (375) Golf Memberships (including temporary annuals). The number of Social memberships shall be equal to the number of Lots or Units in the Subdivision (450), less the number of Golf Memberships issued to owners of Lots or Units of the Subdivision. The total number of Memberships will exceed 450 from time to time if Golf Equity Memberships are issued to Non-Real Estate Members.

9.0 APPORTIONMENT OF AVAILABLE MEMBERSHIPS

Available memberships will be offered, as follows:

9.1 PREFERENCES BY STATUS

Applicants for golf membership who own Lots or Units in the Subdivision ("REAL ESTATE MEMBERS") will take priority over Applicants who do not ("NON-REAL ESTATE MEMBERS").

9.2 APPLICATION DATE PREFERENCE

Available memberships of a Class will be offered to Applicants for that Class in the same order as the applications are made.

9.3 OFFER

The Club will give written notice of an offer for membership by United States mail addressed to the last known address of the Applicant.

9.4 ACCEPTANCE

An Applicant may accept membership at any time within fifteen (15) days of the date of the offer by tendering the Initiation Fee. Membership will be deemed to have been offered on the third day next following the date on which the offer is deposited in the United States mail.

9.5 REJECTION

An applicant will be deemed to have rejected an offer if he fails to accept as required in 9.4. If an offer is rejected or deemed to have been rejected, the applicant must re-apply in order to be reconsidered.

10.0 INITIATION FEE

An Applicant must pay to the Club a one-time equity fee ("INITIATION FEE") in the amount imposed, from time to time, by the Board for Social and Golf Memberships. In the event that members who are initially Social Members later desire to become Golf Members, and all available Golf Memberships have not been conveyed, the price of upgrade shall be the difference

between the price paid for the Social Membership and the current price of the Golf Membership^{H12000106710 3} at that time, and the difference shall be paid to the Club.

11.0 MEMBER LIABILITY

It is not intended to hereby make the Members jointly and severally liable for the obligations of the Club. A Member's liability for the obligations of the Club will be limited to the amount of the Dues and Assessments that are assessed to him on or before the date of the termination of his membership in the Club. For these purposes, a sum will be deemed assessed to a Member on the date that the Board determined by resolution to assess the Members and the same is approved by the members, if approval is required by these Articles.

12.0 TERMINATION OF MEMBERSHIPS

12.1 DISCIPLINE UP TO AND INCLUDING TERMINATION BY THE CLUB

Any member or any family member or guest of such member whose conduct is deemed by the Executive Committee to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, suspended or expelled from the Club by action of the Board. The Board will be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its members and is vested with full discretion in determining level of discipline.

12.2 Board Action:

a. Serious Violations:

In the event the Board determines a serious violation has occurred, it may take immediate action to suspend a member or the member's family member or guest. In this instance, the Board will notify the member immediately in writing informing him of the nature of the violation, the immediate suspension and providing the member with the opportunity to be heard by the Board to show cause why such member should not be disciplined. The member will not be entitled to enjoy the privileges of the Club during the period of suspension, including the Appeal period.

b. Other Violations:

Under less severe violations, a member shall be notified of any proposed disciplinary action in writing and shall be given an opportunity to be heard by the Board to show cause why such member should not be disciplined. The member shall enjoy all privileges of the Club to which the member is entitled during the period the Board is considering the pending complaint.

12.3 APPEAL PROCEDURE

If the member desires to be heard, the member must provide a written request, for a hearing to the Board within ten (10) days after the date the member receives notice of the

discipline or proposed discipline. Within thirty (30) days of receipt of the written request for a hearing, the Board shall set a time and date not less than ten (10) days thereafter for such hearing, and provide not less than ten (10) days written notice to the member of the date, time and location of the hearing. H12000106710 3

12.4 DISCIPLINES

12.4.1 Reprimand

The Board may initiate a written reprimand informing the member of the infraction. A copy of the reprimand shall be maintained in the Club file indefinitely. The reprimand shall serve as evidence for any further infractions by the member or the member's family or guests.

12.4.2 Suspension

The Board may suspend a member and/or any family member or guest of such member from some or all of the privileges of the Club for a period as determined by the Board. Dues and other obligations will accrue during such suspension and will be paid in full before reinstatement to full privileges.

12.4.3 Termination

The Board may, by a two-thirds (2/3) vote of the directors; terminate any member of the Club (other than Social Membership appurtenant to Lots and Units of the Subdivision) for cause deemed sufficient by the Board. Any member of the Club who has been terminated may not again be eligible for membership nor admitted to the Club's property under any circumstances. A terminated member will be notified by registered certified mail, and the member will have the obligation to surrender his or her membership certificate. A terminated member will forfeit all rights and privileges of membership.

13.0 RESTRICTIONS ON TRANSFERABILITY

13.1 SALE OF A LOT OR UNIT

Real Estate Members must transfer their Social membership which is appurtenant to their Lot or Unit upon sale to the new owner of that Lot or Unit. The new owner of the Lot or Unit shall pay to the Club a transfer and application fee equal to the twenty-five hundred dollar (\$2,500) initiation fee then charged for a social membership. Intra Wildcat Run real estate sales will be levied a five hundred dollar (\$500) transfer and application fee. Any future adjustment of these fees would require membership approval. These transfer and application fees shall be recorded in the Club's "Membership Transfer Fee Account".

13.2 DEATH or DIVORCE

The membership shall pass, upon the death of a Real Estate Member, to the heir, who inherits the Lot or Unit in the Subdivision. Membership will pass, upon the death of a

Non-Real Estate Member, to his surviving spouse or heir. If the surviving spouse or heir^{H12000106710 3} does not desire a Golf membership and so notifies the Club within sixty (60) days of the date of the member's death, the Golf membership will be terminated on the date of notification.

In the event members whose memberships are issued in the name of both spouses are legally separated or divorced, title to the membership, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Lot or Unit in the Subdivision (or in the event a Non-Real Estate Member, the spouse awarded the membership) by binding separation agreement or court decree. The Club may require that only one spouse be eligible to use the Club Facilities once cohabitation ceases. In this event, both spouses shall designate to the Club the spouse permitted to use the Country Club Facilities until the separation agreement or divorce decree is finalized. Upon the death or divorce of a Real Estate Member, a Social membership must remain appurtenant with the Lot or Unit in the Subdivision.

14.0 TERMINATION OF MEMBERSHIP

14.1 VOLUNTARY TERMINATION BY REAL ESTATE OR NON-REAL ESTATE MEMBER

All golf memberships can be voluntarily terminated. Upon his voluntary termination, the resigning Real Estate or Non-Real Estate Member shall return his membership to the Club for repurchase at such time as the Club accepts a new member designated by the Board as a replacement for such resigning member.

15.0 PAYMENT RELATED TO VOLUNTARY TERMINATED MEMBERSHIPS

15.1 REAL ESTATE MEMBER

A resigning Real Estate Member who purchased the membership prior to May 1, 2005 will receive an amount equal to the greater of (a) the difference between the Initiation Fee paid for Real Estate Member's Golf membership and the Initiation Fee charged for Social membership on the date of acquisition of such Golf membership, or (b) ninety percent (90%) of the difference between the Initiation Fee charged for a Golf membership and the Initiation Fee charged for a Social membership on the date the Golf membership is reissued by the Club. A resigning Real Estate Member who purchased the membership on or after May 1, 2005 based upon sixty percent (60%) equity will receive an amount equal to sixty percent (60%) of the difference between the Initiation Fee charged for a Golf membership and the Initiation Fee charged for a Social membership on the date the Golf membership is reissued by the Club. A resigning Real Estate Member who purchased the membership from the Club based upon fifty percent (50%) equity will receive an amount equal to fifty percent (50%) of the difference between the Initiation

Fee charged for a Golf membership and the Initiation Fee charged for a Social membership on the date the Golf membership is reissued by the Club. H12000106710 3

15.2 NON-REAL ESTATE MEMBER

The source of funds for payment shall be the initiation fee paid by the next new member of the same class. The terminated Non-Real Estate member who purchased the membership based upon ninety percent (90%) equity prior to May 1, 2005 shall only be entitled to receive an amount equal to the greater of (a) the initiation fee originally paid by the terminated member, or (b) ninety percent (90%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club.

The terminated Non-Real Estate member who purchased the membership from the Club based upon sixty percent (60%) equity shall only be entitled to receive an amount equal to sixty percent (60%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club. The terminated Non-Real Estate member who purchased the membership from the Club based upon fifty percent (50%) equity shall only be entitled to receive an amount equal to fifty percent (50%) of the initiation fee charged for that category of membership on the effective date the Golf Membership is reissued by the Club.

- 15.3 Repayment to a resigning member** will be made within thirty (30) days after reissue of the resigning member's membership and payment in full of the Initiation Fee by the replacement member. The Club shall be under no obligation to pay such amount to the resigning member until the Club receives in full the Initiation Fee of the new member replacing such resigning member.

16.0 SALE WITH RETENTION OF MEMBERSHIP

Notwithstanding anything to the contrary in these Articles of Incorporation, in the event a Real Estate Member sells his or her Lot or Unit in the Subdivision and retains Golf Membership, the amount repaid to the Golf Member upon termination of membership shall be computed as if the member was a Real Estate Member on the date of termination.

17.0 MEMBERSHIP TRANSFER FEE ACCOUNT

The Club shall retain the amount paid by an incoming Golf Member, which is not paid to a terminated Golf Member, which will be recorded in the Golf Membership Transfer Fee Account. The Golf Membership Transfer Fee Account shall be a segregated account of the Club and may be utilized by the Board only to fund golf facilities capital replacements and improvements.

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18.0 SCOPE OF EQUITY MEMBERSHIPS

The Board shall have the authority to issue memberships based upon an equity arrangement other than 50%, 60% or 90% (and to amend the Articles of Incorporation to reflect any alternative equity arrangement), but in no case shall any new equity arrangement retroactively affect the equity of a member who purchased a Golf Membership based upon 50%, 60% or 90% equity or any other equity percentage as previously approved by the Board.

19.0 RE-ISSUANCE OF MEMBERSHIPS

19.1 Voluntarily terminated Golf memberships shall be reissued on a rotating basis with Golf memberships held by the Club, one (1) resigned Golf membership for each two (2) Golf memberships held by the Club. After the sale of all Golf memberships held by the Club, terminated memberships will be reissued in the order resigned.

19.1.1 Notwithstanding the foregoing, and regardless of whether there is a seller's or buyer's waiting list:

- a) The Club shall have the authority to purchase Golf Equity Memberships from the Terminated Member List; and
- b) The Board shall have the authority to determine the terms and conditions of any such activity, including the right to limit the number of memberships that may be purchased; and
- c) A Golf Member who is selling his Lot or Unit may arrange for the purchaser his Lot or Unit to acquire his Golf Membership, subject to the following:
 - i) The resigning member must be an active member on the date of resale,
 - ii) The transfer must occur within thirty (30) days of the closing of the sale of the Lot or Unit,
 - iii) The purchaser must make application to the Club and pay the required Initiation Fee then applicable for Golf Membership (less the Initiation Fee for Social Membership, but with the Transfer Fee for Social Membership as described in 13.1. Golf Memberships transferred to the purchaser of the terminated member's Lot or Unit located in or outside the Subdivision shall not be counted in the rotating resale program described in subsection 19.1.
 - iv) Prepaid dues shall be prorated at the time of closing.

20.0 AMENDMENTS OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended by the Board with the approval of Members entitled to cast more than fifty (50 %) percent of the votes at a duly scheduled Special or Annual Meeting.

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21.0 CORRECTIONS

Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval without need for membership vote.

22.0 GENDER

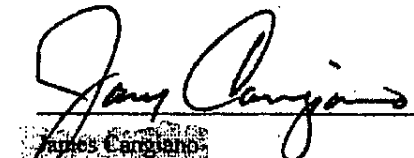
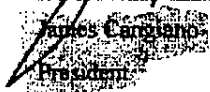
The use of the masculine gender in these Articles of Incorporation is intended to be solely for simplicity of composition and will include both masculine and feminine genders.

23.0 ELECTION OF DIRECTORS

The method of election of the Board of Directors is as stated in the Bylaws.

24.0 CERTIFICATE

Pursuant to the provisions of Chapter 617, Florida Statutes and as approved by a vote of the Members, these Amended and Restated Articles of Incorporation have been adopted by the membership on February 14, 2012 (Section 23.0 was adopted by the Board of Directors on March 15, 2012 pursuant to its authority set forth in Section 21.0) and shall supersede all prior Articles of Incorporation.

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Articles of Amendment
to
Articles of Incorporation
of

Wildcat Run Country Club Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N08278

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the names of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

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If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	PT	John Doe
<input type="checkbox"/> Remove	V	Mike Jones
<input type="checkbox"/> Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
4) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove	_____	_____	_____ _____ _____

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E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

See Amended and Restated Articles of Incorporation attached hereto as Exhibit "A"

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The date of each amendment(s) adoption: 2/14/12 and 3/15/12

Effective date if applicable: _____

(no more than 90 days after amendment file date)

Adoption of Amendment(s)

(CHECK ONE)

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

Signature

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

James Caugiano

(Typed or printed name of person signing)

President

(Title of person signing)

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