

P0300011835

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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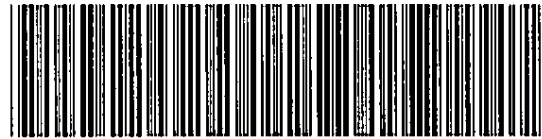
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(Document Number)

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18 MAY 22 PM 1:50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

And

R. WHITE

MAY 23 2018

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: GOLD RESERVE CHARTERS, INC.

DOCUMENT NUMBER: P03000118350

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

Please return all correspondence concerning this matter to the following:

PAUL JOHNSON

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Firm/ Company

66 CORAL DRIVE

\_\_\_\_\_  
Address

KEY LARGO, FL 33037

\_\_\_\_\_  
City/ State and Zip Code

captpaul37@yahoo.com

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

For further information concerning this matter, please call:

PAUL JOHNSON

\_\_\_\_\_  
Name of Contact Person

at ( 305 ) 906-0619

\_\_\_\_\_  
Area Code & Daytime Telephone Number

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

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**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

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

18 MAY 22 PM 1:57

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

GOLD RESERVE CHARTERS, INC.

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

P03000118350

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida 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," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
(Principal office address MUST BE A STREET ADDRESS)

66 CORAL DRIVE

KEY LARGO, FL 33037

**C. Enter new mailing address, if applicable:**  
(Mailing address MAY BE A POST OFFICE BOX)

66 CORAL DRIVE

KEY LARGO, FL 33037

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

Name of New Registered Agent PAUL JOHNSON

66 CORAL DRIVE

(Florida street address)

New Registered Office Address: KEY LARGO, Florida 33037

(City)

(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

**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:**

☒ Change                      PT              John Doe

☐ Remove                      V              Mike Jones

☒ Add                      SV              Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>D</u>	<u>BROWN, KEVIN W</u>	<u>18 MERIDIAN AVE</u>
<input type="checkbox"/> Add			<u>KEY LARGO, FL 33037</u>
<input checked="" type="checkbox"/> Remove			<u></u>
2) <input type="checkbox"/> Change	<u>D</u>	<u>BROWN, ELISABETH M</u>	<u>18 MERIDIAN AVE</u>
<input type="checkbox"/> Add			<u>KEY LARGO, FL 33037</u>
<input checked="" type="checkbox"/> Remove			<u></u>
3 ) <input type="checkbox"/> Change	<u>P</u>	<u>PAUL JOHNSON</u>	<u>66 CORAL DRIVE</u>
<input checked="" type="checkbox"/> Add			<u>KEY LARGO, FL 33037</u>
<input type="checkbox"/> Remove			<u></u>
4) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
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<input type="checkbox"/> Remove			<u></u>
5) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
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<input type="checkbox"/> Remove			<u></u>
6) <input type="checkbox"/> Change	<u></u>	<u></u>	<u></u>
<input type="checkbox"/> Add			<u></u>
<input type="checkbox"/> Remove			<u></u>

**E. If amending or adding additional Articles, enter change(s) here:**

(Attach *additional sheets, if necessary*). (Be specific)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

(if not applicable, indicate N/A)

[illegible]

MAY 14, 2018

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

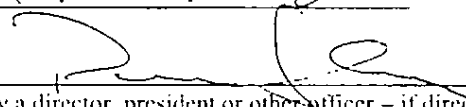
Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by \_\_\_\_\_"  
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 17 MAY 2018

Signature   
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

PAUL JOHNSON

\_\_\_\_\_  
(Typed or printed name of person signing)

PRESIDENT

\_\_\_\_\_  
(Title of person signing)

## **PURCHASE OF BUSINESS AGREEMENT**

**THIS PURCHASE OF BUSINESS AGREEMENT** (the "Agreement") made and entered into this 14th day of May, 2018 (the "Execution Date"),

### **BETWEEN:**

Kevin Brown of 18 meridian Ave Key Largo Florida 33037  
(the "Seller")

OF THE FIRST PART

and

Paul Johnson of 9071 Lakeshore Dr apt 106 Lake Park Florida 33403  
(the "Purchaser")

OF THE SECOND PART

### **BACKGROUND**

- A. The Seller is the owner of all the issued and outstanding shares (the "Shares") of Gold Reserve Charters Inc. of 18 Meridian Ave Key Largo Florida 33037 (the "Corporation") which carries on the business of Charter Boat in the State of Florida.
- B. The Seller desires to sell the Shares to the Purchaser, and the Purchaser desires to buy the Shares.

**IN CONSIDERATION** of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### **Definitions**

1. The following definitions apply in the Agreement:

- a. "Closing" means the completion of the purchase and sale of the Shares as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Shares.
- b. "Parties" means both the Seller and the Purchaser and "Party" means any one of them.

**Sale**

- 2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Shares to the Purchaser and the Purchaser agrees to purchase the Shares from the Seller.

**Purchase Price**

- 3. The price to be paid by the Purchaser to the Seller for the Shares will be \$100,000.00 US Dollars (the "Total Purchase Price").
- 4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, in order to give the required or desired effect to the allocation of the Total Purchase Price.

**Closing**

- 5. The Closing of the purchase and sale of the Shares will take place on May 14, 2018 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
- 6. At Closing, and upon the Purchaser paying the Total Purchase Price in full to the Seller, the Seller will:
  - a. provide the Purchaser with duly executed forms and documents evidencing transfer of signing authority ~~and control of the bank accounts of the Corporation.~~ / < 3, 18
  - b. provide the Purchaser with duly executed transfers of the Shares; and
  - c. deliver to the Purchaser endorsed share certificates representing the Shares, and the Seller will take all steps necessary for the Corporation to enter the Purchaser, or its nominee, on the books of the Corporation, as the holder of the Shares.



**Payment**

7. The Total Purchase Price for the Shares will be paid by the Purchaser in one lump sum payment to the Seller in the form of a certified check, a Teller's Check or an electronic money or funds transfer. In the case of an electronic money or funds transfer, the Seller will give notice to the Purchaser of the bank account particulars at least 5 business days prior to the Closing Date.
8. The Purchaser is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Shares from the Seller to the Purchaser.

**Seller's Representations and Warranties**

9. The Seller represents and warrants to the Purchaser that:
  - a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement.
  - b. The Corporation is a corporation duly incorporated or continued, validly existing, and in good standing and has all requisite authority to carry on business as currently conducted.
  - c. The Seller is the absolute beneficial owner of the Shares, free and clear of any liens, charges, encumbrances or rights of others, and is exclusively entitled to dispose of the Shares.
  - d. Except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee or other similar payment.
  - e. The Seller is a resident of the United States for the purposes of the *Internal Revenue Code*.
  - f. The Seller has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities.
  - g. The Corporation is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan.

- h. The Corporation will not dismiss any current employees or hire any new employees, or substantially change the role or title of any existing employees, provide unscheduled or irregular increases in salary or benefits to employees, or institute any significant changes to the terms of any employee's employment, after signing this Agreement, unless the Purchaser provides written consent.
- i. There are no claims threatened or pending against the Corporation by any current or past employee relating to any matter arising from or relating to the employment of the employee.
- j. The Corporation is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on. In compliance with such laws, the Seller has duly licensed, registered, or qualified the Corporation with the appropriate authorities and agencies.
- k. The Corporation maintains insurance policies on its assets and such policies are in full force and effect and of an adequate value as would be reasonable in its industry. The Corporation has neither defaulted under these insurance policies, whether as a result of failure to pay premiums or due to any other cause, nor has the Corporation failed to give notice or make a claim under these insurance policies in a timely manner.
- l. The trademarks and trade names used in carrying on the business of the Corporation are owned exclusively and validly by the Corporation. The trademarks and trade names are duly registered with the appropriate public authorities in order that the rights associated with the trademarks and trade names are protected. To the best knowledge of the officers of the Corporation, there are no claims of infringement existing against the patents, trademarks, copyrights or any other trade names used by the Corporation.
- m. Any trademarks and trade names used in whole or in part in or required for the proper operation of the business of the Corporation are validly and beneficially owned by and for the sole and exclusive use of the Corporation.
- n. To the best knowledge of the officers of the Corporation, the conduct of the Corporation does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation.

- o. The Corporation owns or is licensed to use all necessary software and it can continue to use any and all computerized records, files and programs after the Closing Date in the same manner as before the Closing Date.
  - p. The Corporation has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except amounts that are being properly contested by the Seller, the details of this contest having been provided to the Purchaser.
  - q. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
  - r. Boat and tackeal and every thing to do with this business will go with it websites,email,phone number and all licenses and permits.
- 10. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser.
- 11. The Seller warrants to the Purchaser that each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement in reliance on each representation and warranty.
- 12. The Seller's representations and warranties will survive the Closing Date of this Agreement.
- 13. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, the Seller will have no liability to the Purchaser unless the Purchaser provides notice in writing to the Seller containing full details of the claim on or before the third anniversary of the Closing Date.
- 14. Where the Purchaser has a claim against the Seller relating to one or more representations or warranties made by the Seller, and the Purchaser is entitled to recover damages from a third party then the amount of the claim against the Seller will be reduced by the recovered or recoverable

amount less all reasonable costs incurred by the Purchaser in recovering the amount from the third party.

**Purchaser's Representations and Warranties**

15. The Purchaser represents and warrants to the Seller the following:
- a. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.
  - b. The Purchaser has funds available to pay the full Total Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement.
  - c. The Purchaser has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment.
  - d. The Purchaser is a resident of the United States for the purposes of the *Internal Revenue Code*.
  - e. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.
  - f. The Purchaser has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.
  - g. Purchaser will pay back slip deposit \$1200.00  
Last 2 weeks of slip fees \$600.00  
Last 5 months of insurance \$1350.00.
16. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or

implied, to the Seller.

17. The Purchaser warrants to the Seller that each of the representations and warranties made by it is accurate and not misleading at the date of Closing. The Purchaser acknowledges that the Seller is entering into this Agreement in reliance on each representation and warranty.
18. The Purchaser's representations and warranties will survive the Closing Date of this Agreement.
19. Where the Seller has a claim against the Purchaser relating to one or more representations and warranties made by the Purchaser, the Purchaser will have no liability to the Seller unless the Seller provides notice in writing to the Purchaser containing full details of the claim on or before the third anniversary of the Closing Date.
20. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

**Conditions Precedent to be Performed by the Purchaser**

21. The obligation of the Seller to complete the sale of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
  - a. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
  - b. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

**Conditions Precedent to be Performed by the Seller**

22. The obligation of the Purchaser to complete the purchase of the Shares under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:
- a. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
  - b. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Shares to the Purchaser.
  - c. The Seller will have executed all documentation necessary to transfer the Shares to the Purchaser.
  - d. The Seller will provide the Purchaser with complete information concerning the operation of the Corporation, in order to put the Purchaser in a position to carry on in the place of the Seller.

**Conditions Precedent Not Satisfied**

23. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

**Disclosure**

24. Upon the reasonable request of the Purchaser, the Seller will, from time to time, allow the Purchaser and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of the Corporation and to all of the books, records, documents, and accounts of the Corporation, during normal business hours, between the date of this Agreement and the Closing Date, in order for the Purchaser to confirm the representations and warranties given by the Seller in this Agreement.

**Employees**

25. The Purchaser will not be offering employment to any existing officer or employee of the Corporation (the "Employees"). All individuals who are officers or employees of the Corporation up to and including the Closing Date will remain the full responsibility of the Seller. Any individual hired by the Corporation after the Closing Date will become the responsibility of the Purchaser.
26. The Seller will deliver to the Purchaser prior to the Closing Date, resignations of all Employees of the Corporation, each such resignation will be effective on the Closing Date. The Seller will pay all Employee compensation incurred by it up to and including the Closing Date including all salaries, benefits, bonuses including share bonuses and share options and any other compensation owing to the Employees up to and including the Closing Date. The Seller will be responsible for all severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all Employees up to and including the Closing Date.
27. The Seller is in compliance with all applicable foreign and domestic statutory rules and regulations respecting employment and employment practices and has withheld and reported all amounts required by law with respect to wages and salaries and the Seller is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security or unemployment insurance authority. The Seller indemnifies the Purchaser for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to or on the Closing Date.

**Non-Assumption of Liabilities**

28. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Corporation prior to and including the Closing Date.
29. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, agents and shareholders from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Corporation prior to and including the Closing Date.

**Transfer of Third Party Contracts**

30. This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
31. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.
32. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Corporation resulting from the failure of the Purchaser to acquire any third party contracts.

**Notices**

33. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

**Expenses/Costs**

34. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

**Dividends**

35. Any dividends earned by the Shares and payable on or before the Closing Date of this Agreement will belong to the Seller and any dividends earned by the Shares and payable after the Closing of this Agreement will belong to the Purchaser.
36. Any rights to vote attached to the Shares will belong to the Seller on or before the Closing Date and will belong to the Purchaser after the Closing Date.

**Severability**

37. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.



38. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

**Governing Law**

39. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
40. The courts of the State of Florida will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

**General Provisions**

41. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
42. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
43. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
44. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
45. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.
46. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

47. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
48. Time is of the essence in this Agreement.
49. This Agreement may be executed in counterpart.
50. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 14th day of May, 2018.

Kevin Brown

Per: Kevin Brown (Seal)

Paul Johnson  
Paul Johnson

*Subscribed & Sworn to by Kevin Brown and  
Paul Johnson in my presence*

*Richard M. Behr*

