

## Agreements

Please see attached the Asset Purchase Agreement for this transaction.

The schedules and exhibits to the Asset Purchase Agreement as listed below have been omitted because they do not reflect on the legal or other qualifications of the parties, nor do they contain information relevant to whether the structure of the transaction complies with the Commission's rules. The schedules and exhibits contain public information already available or proprietary information relating to the Licensee and the Stations. The schedules and exhibits, however, will be provided to the Commission upon request. See Luj, Inc. and Long Nine, Inc., 17 FCC Rcd. 16980 (2002) (File No. BALH-200110111ABJ) and Public Notice DA 02-2049, 17 FCC Rcd. 16166 (2002).

Schedules:

Schedule 1(b): Tangible Personal Property

Schedule 1(c): Real Property Leases

Schedule 5(a): Compliance with Applicable Laws

Exhibit A: Form of Escrow Agreement

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “Agreement”) is made as of this 28<sup>th</sup> day of April, 2021, by and between **Susan B. Bushell**, a California resident (“Seller”), and **Central Valley Broadcasting Co., Inc.**, a California not for profit corporation (“Buyer”).

### Recitals

WHEREAS, Seller is the licensee of FM translator stations K276BR (Facility ID No. 10939), Santa Cruz, California; K265CY (Facility ID No. 15875), San Jose, California; and K242AT (Facility ID No. 10925), Salinas, etc., California (each a “Station” and collectively the “Stations”), pursuant to licenses (“the Licenses” issued by the Federal Communications Commission (the “FCC” or “Commission”)); and

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Buyer, and Buyer desires to acquire from Seller, certain of the assets held by Seller and used or useful solely in connection with the operation of the Stations;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of Assets; Consideration.** Seller hereby agrees and contracts with Buyer to sell, assign, transfer and convey deliver to Buyer all of the right, title and interest of Seller in and to those certain assets of Seller used or useful solely in connection with the operation of the Stations (the “Assets”), which include:

- (a) all FCC licenses, permits and authorizations to operate the Stations (the “FCC Authorizations”);
- (b) all tangible personal property used in conjunction with the operation of one or more of the Stations and listed in Schedule 1(b) (the “Tangible Personal Property”); and
- (c) assignment of the Seller's leasehold interests in the spaces on the towers and the spaces inside the transmitter buildings used by Seller for Stations K242AT and K276BR, as described in Schedule 1(c) (the "Real Property Leases").

2. Purchase Price and Escrow Deposit. In consideration for the sale of the Assets of the Stations to Buyer, Buyer shall deliver to Seller an aggregate purchase price of Two Hundred Forty Thousand Dollars (\$240,000.00) (the "Purchase Price"), payable subject to the adjustments and prorations described below as follows: (a) Buyer shall, within two (2) business days following execution of this Agreement, deposit with the law firm of Fletcher, Heald and Hildreth, P.L.C. (the "Escrow Agent") the sum of Sixteen Thousand Dollars (\$16,000.00) (the "Escrow Deposit"), pursuant to the terms of a mutually agreeable escrow agreement (the "Escrow Agreement") substantially in the form of Exhibit A attached hereto, which Escrow Agent shall hold in escrow and disburse to Seller on the date of the closing of the sale of the Stations (the "Closing Date") which shall be applied to the Purchase Price; and (b) the remainder of the net amount of the Purchase Price shall be paid to Seller in cash, by credit card cash advance, or by wire transfer of immediately available funds, on the Closing Date. If this Agreement is terminated by Seller pursuant to Article 14(c), the Escrow Deposit shall be disbursed to Seller. If this Agreement is terminated for any other reason, the Escrow Deposit shall be disbursed to Buyer. The Parties shall each instruct the Escrow Agent to disburse the Escrow Deposit to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. The obligation to instruct the Escrow Agent shall survive Closing.

3. Prorations and Adjustments. Except as otherwise provided herein, any and all deposits, reserves, utility costs, and property taxes relating to the Station Assets shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 11:59 p.m. on the date immediately preceding the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within sixty (60) calendar days of the Closing Date.

4. FCC Consent; Assignment Application. It is specifically understood and agreed by Seller and Buyer that the assignment of the FCC Authorizations is subject to the prior consent of the FCC (the "FCC Consent"). Within five (5) business days after execution of this Agreement, Seller and Buyer shall jointly file with the FCC an application for assignment of the FCC Authorizations (the "Assignment Application") from Seller to Buyer. Seller and Buyer shall thereafter prosecute the Assignment Application with all reasonable diligence and otherwise use their best efforts to obtain the grant of the Assignment Application as expeditiously as practicable. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Assignment Application, or the transactions contemplated hereby, and shall promptly respond to all requests for further information received from the FCC or governmental agency with regard to the Assignment Application. Buyer and Seller shall furnish each other with such information and assistance as such the other may reasonably request in connection with their preparation of any governmental filing hereunder. If Buyer or Seller becomes aware of any fact relating to them

which would prevent or delay the FCC Consent, it shall promptly notify the other thereof and use its reasonable best efforts to remove such impediment.

5. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

- (a) Except as provided in Schedule 5(a), Seller is and as of the Closing Date will be in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the Commission.
- (b) The Assets are and on the Closing Date will be in material compliance with all applicable laws. Seller knows of no reason related to its qualifications which would disqualify it from holding the FCC Authorizations or assigning the FCC Authorizations to Buyer. Seller has all the material FCC Authorizations and consents required for the construction and/or operation of the Stations as they are currently built and operating. The FCC Authorizations are valid and in full force and effect and constitute all of the authorizations issued by the Commission in connection with the construction and/or operation of the Stations.
- (c) Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements, nor the consummation by Seller of any of the transactions contemplated hereby or thereby, nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will (i) conflict with any law, judgment, order, or decree or contract to which Seller is subject; or (ii) require the approval, consent, authorization, or act of, or the making by Seller of any declaration, filing, or registration with, any third party or any foreign, federal, state or local court, governmental, or regulatory authority or body, except the FCC Consent.
- (d) Except as specified on Schedule 5(d), there is no application, action, suit, investigation, claim, arbitration, proceeding, or litigation pending or, to Seller's knowledge, threatened against or involving Seller, the Assets, the Stations or the business or operations of the Stations, at law or in equity, or before or by any court, arbitrator or governmental authority. The Stations are in compliance, in all material respects, with all FCC rules and policies concerning human exposure to radio frequency radiation.
- (e) The Real Property Leases representations and warranties are as follows:

(1) The Real Property Leases are in good standing, and Seller is not in default under the Real Property Leases. Schedule 1(c) includes a description of the Real Property Leases

(2) The Real Property Leases provide sufficient access to the facilities of the Stations located at the respective sites without need to obtain any other access rights. No part of the Real Property is subject to any pending or, to Seller's knowledge, threatened suit for condemnation or other taking by any public authority.

- (f) All of the tangible personal property included in the Assets to be conveyed to Buyer at the Closing, as on Schedule 1(b), is being sold as-is, where-is.
- (g) Seller has good and valid title to all the Station Assets free and clear of all Liens.
- (h) To Seller's knowledge, no representation, warranty, or statement of Seller omits or will omit to state any material fact necessary to make each representation or warranty or statement in this Agreement accurate and not misleading in any material respect.
- (i) There are no existing agreements with, operations or rights of, or commitments to any person other than Buyer to acquire any of the Assets or any interest therein or in the Station.

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

- (a) This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms.
- (b) Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the FCC Authorizations from Seller.
- (c) The execution, delivery, and performance of this Agreement by Buyer have been duly authorized and approved by all necessary actions of Buyer and of its governing board and do not require any further authorization or consent of Buyer or of its board members. This Agreement is a legal, valid, and binding agreement of Buyer enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization, or other similar laws affecting or limiting the enforcement of creditors' rights generally

and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

- (d) Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements nor the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions, and provisions hereof or thereof will: (i) conflict with any law, judgment, order, or decree to which Buyer is subject; or (ii) require the approval, consent, authorization, or act of, or the making by Buyer of any declaration, filing, or registration with, any third party or any foreign, federal, state, or local court, governmental or regulatory authority or body, except the FCC Consent.

7. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of the following conditions:

- (a) The Commission shall have consented to the assignment of the FCC Authorizations to Buyer without any condition materially adverse to Seller. If a petition to deny the assignment of the FCC Authorizations is filed and pending Commission review, or upon mutual consent of Seller and Buyer, the obligation of Seller to consummate the transactions contemplated by the Agreement may be further conditioned upon such consent's having become a Final Order. For purposes of this Agreement, the term "Final Order" shall mean that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.
- (b) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a

certificate dated as of the Closing Date from Buyer, to the effect that the conditions set forth in this Section have been satisfied.

- (c) Conditions which the FCC Consent(s) or any order, ruling, or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Stations to Buyer shall have been satisfied. Notwithstanding the foregoing, Seller may terminate this Agreement without penalty in the event that any such condition is, in Seller's reasonable discretion, unsatisfactory to Seller; provided, however, that Seller may not terminate this Agreement based solely on a condition which requires Closing within a certain time period after the grant of a license renewal application for the Station.
- (d) The Purchase Price shall be paid in the amount and manner set forth in Section 2 of this Agreement.
- (e) The Seller will not be subject to any injunction, restraining order, stay, or other order of a court or administrative body of competent jurisdiction requiring the Seller not to consummate any of the transactions that this Agreement contemplates.

8. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of the following condition:

- (a) The Commission shall have consented to the assignment of the FCC Authorizations to Buyer without any condition materially adverse to Buyer. If a petition to deny the assignment of the FCC Authorizations is filed and pending Commission review, or upon mutual consent of Seller and Buyer, the obligation of Buyer to consummate the transactions contemplated by the Agreement may be further conditioned upon such consent's having become a Final Order.
- (b) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller under this Agreement at or prior to the Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller to the effect that the conditions set forth in this Section have been satisfied.

- (c) Conditions which the FCC Consent(s) or any order, ruling, or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to assignment of the Station to Buyer shall have been satisfied. Notwithstanding the foregoing, Buyer may terminate this Agreement without penalty in the event that any such condition is, in Buyer's reasonable discretion, unsatisfactory to Buyer; provided, however, that Buyer may not terminate this Agreement based solely on a condition which requires Closing or resumption of broadcasts within a certain time period after the grant of a license renewal application for the Station.
- (d) Any written consent of Lessors necessary to assign the Real Property Leases from Seller to Buyer shall be obtained by Seller prior to the Closing Date.

9. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall take place within five (5) business days of satisfaction of the conditions precedent described in Sections 5 and 6 hereof.

10. Seller's Documents to Be Delivered At Closing. At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

- (a) the certificate described in Section 8(b);
- (b) assignments of the FCC licenses for the Stations;
- (c) a bill of sale conveying the Tangible Personal Property;
- (d) assignments and assumptions of the Real Property Leases (with notification(s) to Lessors or Lessors' written consents, as may be required by the Real Property Leases); and
- (e) any such other bills of sale, assignments, and other instruments of conveyance, assignment and transfer executed by Seller as may be necessary to convey and transfer and assign the Assets to Buyer, free and clear of Liens.

11. Buyer's Documents to Be Delivered at Closing. At Closing, Buyer shall deliver or cause to be delivered to Seller:

- (a) the certificate described in Section 7(b);

- (b) assignments and assumptions of the Real Property Leases
- (c) the Purchase Price; and
- (d) such instruments of assumption executed by the Buyer as may be necessary to assume the post-Closing obligations associated with the FCC Licenses and other Assets to be assigned to and assumed by the Buyer pursuant to this Agreement.

12. Remedies. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that reason, in the event Seller fails to consummate this Agreement, and such failure is by reason of a default of Seller in material breach of Seller's obligations under this Agreement, the rights of Buyer under this Agreement, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent. If Seller terminates this Agreement pursuant to Article 14(c), then the Escrow Deposit shall constitute liquidated damages and be the sole remedy of Seller under this Agreement. Buyer acknowledges and agrees that Seller's recovery of the Escrow Deposit shall constitute payment of liquidated damages and not a penalty and that Seller's liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

13. Survival; indemnification. The covenants, agreements, representations, and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date (the "Survival Period"), whereupon they shall expire and be of no further force or effect, except those under this Article 13 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration of the Survival Period, which shall survive until resolved.

- (a) Seller's Indemnity Obligation. Seller hereby agrees to indemnify, defend, save, and hold Buyer and Buyer's officers, directors, and employees ("Buyer Affiliates") harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees ("Damages"), threatened, suffered, incurred, or sustained by Buyer and/or Buyer Affiliates by reason of any misrepresentations by Seller or any breach by Seller of this Agreement or of any of Seller's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Seller's ownership of the Assets or Seller's operation of the

Stations prior to the Closing Date hereunder, or arising out of any breach by Seller of the any of the Real Property Leases or of any other agreements which might be assigned to Buyer hereunder because of events occurring prior to the Closing Date. Seller's cumulative and total obligations under this Section 13(a) shall not exceed the amount of Thirty Thousand Dollars (\$30,000).

- (b) Buyer's Indemnity Obligation. Buyer hereby agrees to indemnify, defend, save, and hold Seller harmless with respect to any and all Damages threatened, suffered, incurred, or sustained by Seller by reason of any misrepresentations by Buyer or any breach by Buyer of this Agreement or of any of Buyer's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Buyer's ownership of the Assets or operation of the Stations subsequent to the Closing Date hereunder or arising out of any breach by Buyer of any of the Tower Leases assigned to the Buyer hereunder because of events occurring after the Closing Date hereunder. Notwithstanding other provisions of this Agreement, obligations to indemnify, defend, save, and hold Seller harmless in connection with Buyer's breach of the Real Property Leases after the Closing Date shall survive until the expiration of the each Real Property Lease's respective term. Buyer's cumulative and total obligations under this Section 14.2 shall not exceed the amount of Thirty Thousand Dollars (\$30,000).

14. Termination. This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on or before the Closing Date; or (ii) Seller otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the material conditions or perform the material obligations to be satisfied or performed by it on or before the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein

contained and such breach or default is not cured within the Cure Period (defined below);

- (d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the Assignment Application, or if the FCC or any judicial or administrative body requires a condition that is materially adverse to Buyer or to Seller; provided that an FCC condition which requires Closing to take place either prior to the filing of license renewal applications or after grant of such applications shall not be considered to be materially adverse;
- (e) by written notice of Seller to Buyer, or of Buyer to Seller, if the Closing shall not have been consummated before March 15, 2022, unless the delay is due to the actions of the terminating party; or
- (f) by written notice of either party to the other if the FCC designates any of the Assignment Applications for hearing.

The term "Cure Period" as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such thirty (30) period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Except as set forth below, the termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

15. Further Assurances. After the Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Station Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by Buyer hereunder.

16. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Buyer nor Seller may assign its rights under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. All covenants, agreements, statements, representations, warranties, and indemnities in this Agreement by and on behalf of any of the

parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

17. Amendments and Waivers. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension, or discharge is sought.

18. Notices. Notices under this Agreement shall be (a) in writing, (b) delivered by personal delivery (charges prepaid), by commercial overnight delivery service, or by facsimile (with written confirmation of receipt), (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the written confirmation, and (d) addressed as follows:

if to Seller: Susan B. Bushell  
1303 Acacia Court  
Roseville, CA 95661

with a copy (which shall not constitute notice) to:

Francisco R. Montero  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17<sup>th</sup> Street – Eleventh Floor  
Arlington, Virginia 22209  
Fax: 703-812-0486

if to Central Valley: Central Valley Broadcasting Co., Inc.  
90 East 16th Street  
Merced, California 95340  
Attn: Tim Land

With a copy (which shall not constitute notice) to:

Anne Goodwin Crump, Esquire  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th Street – Eleventh Floor  
Arlington, VA 22309  
Fax: 703-812-0486

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 18.

19. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

20. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to the conflicts of law rules of such state.

21. Counterparts. This Agreement may be signed in any number of counterpart signatures, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

22. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

23. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal, or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted, and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

24. Bulk Transfer Laws. Buyer hereby waives compliance with the provisions of any applicable bulk transfer laws.

25. Time is of the Essence. Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

26. Co-operation. Seller and Buyer shall co-operate fully with each other in connection with any steps required to be taken under this Agreement and will use their respective best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by them under this Agreement.

27. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein, including but not limited to Section 10 of the FM Translator Maintenance, Use, and Option Agreement dated May 2, 2018,

by and between Seller and Buyer. This Agreement does not otherwise supersede the FM Translator Maintenance, Use, and Option Agreement nor supersede any confidentiality agreement relating to the Stations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:  
SUSAN B. BUSHELL

*Susan B. Bushell*

BUYER:  
CENTRAL VALLEY BROADCASTING  
CO., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

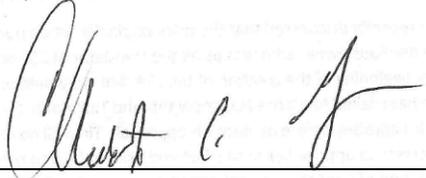
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:  
SUSAN B. BUSHELL

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BUYER:  
CENTRAL VALLEY BROADCASTING  
CO., INC.

By:  \_\_\_\_\_

Name: Christopher C. Grant

Title: Board President