



FALLBROOK CREDIT FINANCE

August 14, 2019

Albert Childress
City Manager
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, Florida 33166
(305) 593-6630 ext. 3005
Javier.Gonzalez@cityofdoral.com

Re: Florida Voluntary Cleanup Tax Credits

Dear Mr. Childress:

This agreement ("Agreement") shall serve as our mutual agreement and understanding with regard to Fallbrook Credit Finance, LLC ("Fallbrook"), a California limited liability company, acting as placement agent for City of Doral ("Seller"), a Florida municipal corporation, in the sale of Florida Voluntary Cleanup Tax Credits.

Seller generated Florida Voluntary Cleanup Tax Credits in the amount of Three Hundred Sixty Eight Thousand Three Hundred Fifty Eight Dollars and Forty Three Cents (\$368,358.43) (the "Tax Credits"), through the Brownfield Site having FDEP Facility ID Number BF131502001. A true and correct copy of Florida Voluntary Cleanup Tax Credit Certificate Number 1011 is hereto attached as Exhibit "A". Seller intends to sell and transfer the Tax Credits, in certificate form, to one or more buyers introduced to it by Fallbrook.

Fallbrook is an experienced placement agent of Voluntary Cleanup Tax Credits, Historic Tax Credits, Low Income Housing Tax Credits, Film Tax Credits and Brownfield Tax Credits. Fallbrook has several contacts (each, a "Prospect") that are potential qualified purchasers of the Tax Credits.

Seller and Fallbrook mutually agree that Fallbrook shall introduce to and formally register with Seller no more than one (1) one Prospect who will purchase the Tax Credits subject to such terms and conditions agreed on by Seller and Prospect. Fallbrook agrees to assist Seller in reaching acceptable terms with Prospect. Fallbrook shall register the Prospect via email with Seller. Fallbrook may register additional Prospects upon the express written consent (email shall suffice) of Seller. Fallbrook agrees to assist Seller in reaching acceptable terms with Prospect. In the event that seller has closed a transaction involving the purchase and sale of state or federal tax credits with the Prospect, without Fallbrook's involvement, within the two (2) year period prior to the Effective Date, Fallbrook shall still be owed the Placement Fee (defined hereinafter) but the provisions of this Agreement regarding non-circumvention shall not apply to such Prospect.

Prospect will purchase the Tax Credits from Seller at a price of no less than Ninety Cents (\$0.90) per Dollar (\$1.00) of Tax Credits (the "Purchase Price"). Seller will retain from the Purchase Price an amount equal to Ninety Cents (\$0.90) per Dollar (\$1.00) of Tax Credits sold (the "Seller Price") and agrees to pay to Fallbrook a placement fee (the "Placement Fee") equal to the difference between the Purchase Price and the Seller Price. Seller shall pay the Placement Fee to Fallbrook,

via wire transfer, within ten (10) business days of the receipt of the Purchase Price from the Prospect.

Seller understands and agrees that the identity of any Prospect, together with its relationship to Fallbrook, is confidential, valuable, and proprietary information solely held by Fallbrook. Fallbrook recognizes that Seller is a municipality of the State of Florida, governed by Chapter 119, Florida Statutes, "Florida's Public Records Law," and that documentation provided to Seller shall be disclosable public records unless otherwise exempt. As such, the City shall keep information confidential to the extent that it does not contravene Florida's Public Records Law. As per Section 119.0701, Florida Statutes, Fallbrook shall: (a) Keep and maintain public records that ordinarily and necessarily would be required by Seller in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that Seller would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to Seller all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. Should Fallbrook receive a public records request as contemplated in this section, Fallbrook shall immediately notify Seller and Seller shall, to the extent that records are held by or provided to Seller, be responsible for responding to such public records request.

Seller shall be liable to Fallbrook for damages if, without Fallbrook's written consent, it sells Florida Voluntary Cleanup Tax Credits not covered by this Agreement or other state or federal tax credits to the Prospect for a period of two (2) years after the closing. Fallbrook and Seller hereby agrees that damages for same shall be limited to the amount of the Placement Fee that would have corresponded to the sale of the tax credits to the Prospect had the sale been facilitated by Fallbrook.

This Agreement shall terminate the earliest date of the following: (i) one (1) year from the date above; (ii) thirty (30) days written notice by Seller to Fallbrook; or (iii) Seller sells all the Tax Credits. Seller's obligation to pay the Placement Fee and the non-circumvention provisions of the preceding paragraph and the indemnification and confidentiality provisions of the following paragraphs will survive the term of this Agreement.

Seller and Fallbrook each hereby agree to indemnify and hold harmless the other party, including that party's affiliates, directors, officers and shareholders, if any, against any and all damage, loss, cost or liability arising out of or resulting from any of the indemnifying party's misrepresentations, acts or omissions or those of its employees, agents, directors, officers, and representatives in connection with the undertakings or services performed under this Agreement.

The identity of any Prospect, the Purchase Price paid by any Prospect, and the existence and amount of any Placement Fee (the "Confidential Information"), are strictly confidential. In the event of a public records request, Seller, as the Custodian of Records, shall disclose the Confidential Information with the identity of the Prospect, the Purchase Price and the Placement Fee redacted.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida and any dispute, litigation, arbitration or other proceeding shall take place in Miami-Dade - County, State of Florida. In any dispute, litigation, or arbitration between the parties arising out

of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to have its reasonable and actual attorneys' fees, reasonable expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.

Each party represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations, and that it is free of any contractual obligations that would prevent it from entering into this Agreement.

This Agreement is the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof, and may not be amended, supplemented, or modified except by written instrument executed by all parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. This Agreement may be executed by facsimile or electronically, and each such facsimile or electronic signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose.

The parties each represent that the person executing this agreement on behalf of such party has been and is duly authorized to execute this Agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to us a copy of this Agreement.

Sincerely yours,

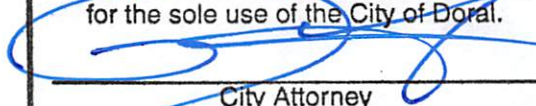
Agreed To and Accepted As Of The
Date First Written Above:

Fallbrook Credit Finance, LLC

City of Doral

By: 
Name: Josh Lederer
Its: Vice President

By: 
Name: Albert P. Childress
Its: City Manager

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

City Attorney
Luis Figueredo
Print Name

VCTC Certificate Transfer Request

August 23, 2019

Mr. Scott Sweeney
VCTC Program Manager
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400
scott.l.sweeney@dep.state.fl.us
(850) 245.8958

Re: **City of Doral** Voluntary Cleanup Tax Credit Certificate # 1011

Dear Mr. Sweeney:

The City of Doral has received a Voluntary Cleanup Tax Credit Certificate (the "VCTC Certificate") issued by the State of Florida pursuant to Sections 376.30781 and 220.1845 of the Florida Statutes. We are requesting, pursuant to Section 220.1845, Florida Statutes, the transfer of the VCTC Certificate described below:

Certificate #	FDEP Facility ID #	VCTC Application #	Amount
1011	BF131502001	976	\$368,358.43

The City of Doral herein authorizes that the enclosed Voluntary Cleanup Tax Certificate (described above) be transferred in its entirety as follows to:

Transferee Company Name:	Stifel Financial Corporation
Address:	One Financial Plaza, 501 North Broadway, St. Louis, MO 63102
Contact Name:	Craig Sherwood
Contact Title:	Director, Tax Compliance and Reporting
Phone Number:	314-342-7301
Fax Number:	314-342-2085
Email:	sherwoodc@stifel.com
Transferee FEIN No:	43-1273600

Sincerely,



Albert Childress, City Manager, City of Doral

cc: Justin Gordon, Fallbrook and . Albert Childress, City of Doral

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of August 2019, by Albert P. Childress and Authorized Person of City of Doral, LLC, who is personally known to me or has produced _____ as identification and who (did/did not) take an oath.



Vilmar Villafane

Notary Public, State of Florida

Vilmar Villafane
(Print Notary Name)

Commission No.: #FF 963042

My commission expires: July 8, 2020

**AGREEMENT OF SALE AND ASSIGNMENT OF
FLORIDA VOLUNTARY CLEANUP TAX CREDITS**

This AGREEMENT OF SALE AND ASSIGNMENT OF FLORIDA VOLUNTARY CLEANUP TAX CREDITS ("Agreement"), effective as of August 23, 2019 (the "Effective Date"), is entered into by and between CITY OF DORAL, a Florida municipal corporation ("Seller"), and STIFEL FINANCIAL CORPORATION, a Delaware corporation ("Purchaser").

WHEREAS, Seller received a Voluntary Cleanup Tax Credit Certificate (Certificate Number 1011) from the Florida Department of Environmental Protection ("FDEP") in the amount of Three Hundred Sixty Eight Thousand Three Hundred Fifty Eight Dollars and Forty Three Cents (\$368,358.43) (the "Tax Credits") related to and incurred in expenses related to FDEP Facility ID BF131502001 (the "Cleanup Site"). A true and correct copy of the Tax Credit Certificate is attached hereto as Exhibit "A".

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective as of the Closing Date (hereinafter defined), Seller hereby agrees to transfer, sell, assign and deliver to Purchaser all of its right, title and interest in and to the Tax Credits granting full power to the Purchaser to use the Tax Credits and to effect, in the name of Purchaser individually, all legal rights as Seller may have held with respect to the Tax Credits sold and assigned to Purchaser.
2. In consideration of Seller's transfer, sale, assignment and delivery of the Tax Credits hereunder, Purchaser hereby agrees to pay to Seller Three Hundred Thirty Eight Thousand Eight Hundred Eighty Nine Dollars and Seventy Six Cents (\$338,889.76), which is equal to Ninety Two Cents (\$0.92) per Dollar (\$1.00) of the Tax Credits (the "Purchase Price"), on the Closing Date.
3. The closing in connection with the transfer of the Tax Credits from Seller to Purchaser will be deemed to have occurred the date that Seller receives the Purchase Price from Purchaser (the "Closing Date"). Within five (5) business days of the Effective Date, the Purchaser and/or Seller will execute such other documentation that may be reasonably necessary and/or required by the State of Florida to transfer the Tax Credits and for Purchaser to utilize the Tax Credits (the "Transfer Documents") and Seller shall submit the Transfer Documents to the FDEP to transfer the Tax Credits to Purchaser. Purchaser agrees to pay to Seller the Purchase Price within five (5) business days of Purchaser receiving notification from Seller that Seller has received the originals of the Re-issued Tax Credit Certificate (the "Re-issued Tax Credit Certificate") from the FDEP and such notification shall include a copy of the Re-issued Tax Credit Certificate. Purchaser and Seller agree that an electronic version or copy of the Re-issued Tax Credit Certificate in a form substantially similar to Exhibit A shall be sufficient to satisfy the receipt requirement of this Section 3. Until the Closing Date, Purchaser shall have no right to use the Tax Credits, including the Re-issued Tax Credit Certificate, and Seller will remain the beneficial owner thereof. Purchaser shall pay the Purchase Price to Seller via wire transfer to the following account (or make payment by other method agreed by the parties):

Bank Name: Wells Fargo Bank

Bank Address: 3579 Atlanta Avenue, Atlanta, GA. 30354
ABA Number: 121000248
Account Number: 2000016114616
Account Name: City of Doral General Fund
Reference: Florida Voluntary Cleanup Tax Credit Purchase

4. Representations, Warranties and Covenants.

4.1 Mutual Representations and Warranties. Each party hereto represents and warrants to the other party hereto as follows:

(a) **Organization; Power.** If such party is a legal entity, such party is duly organized and validly existing and in good standing under the laws of its state of organization. Such party has all requisite power and authority to execute and deliver this Agreement and all other documents necessary to effectuate the transfer of the Tax Credits, and to carry out and perform the provisions of this Agreement and such other documents. Such party is duly qualified and is authorized to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on such party's ability to perform its obligations under this Agreement.

(b) **Authorization.** All action on the part of such party and such party's owners, shareholders, members, and directors necessary for the authorization, execution, and delivery of this Agreement has been taken.

(c) **Binding Effect.** This Agreement, when executed and delivered by a party, will constitute a valid and binding obligation of such party, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.2 Seller Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Purchaser as follows:

(a) Seller is the owner of the Tax Credits, and Seller has not allocated, transferred, assigned or otherwise disposed of, or agreed to allocate, transfer, assign, or otherwise dispose of, the Tax Credits to any person other than Purchaser. The Tax Credits are free and clear of all security interests, charges, claims, encumbrances, or other liens. Seller further represents that: (i) the Tax Credits were originally issued to Seller; (ii) it has not taken any action in connection with the Cleanup Site which prevents Purchaser or its successors and assigns from claiming the full amount of the Tax Credits or which causes the Tax Credits and the assignment and transfer hereunder to be cancelled, revoked, terminated, reduced, disallowed or recaptured; and (iii) it has complied with, and will comply with the Florida statutes, rules and regulations related to the Voluntary Cleanup Tax Credit and any legal

directive, procedure, release, ruling or other written requirement explaining or interpreting the Voluntary Cleanup Tax Credit.

(b) The execution, delivery and performance of this Agreement by Seller will not, directly or indirectly, constitute a breach or violation of or a default under (i) any statute, law, rule, regulation, judgment or order, (ii) Seller's charter, limited liability company or member agreement or any other organizational document of it, or (iii) any agreement to which Seller is a party or bound.

(c) No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Seller, its property, its subsidiaries or the project that generated the Tax Credits is pending or, to the best knowledge of the Seller, threatened that could be reasonably expected to have an adverse effect on Seller's performance of this Agreement or prevent the consummation of the transactions contemplated hereby.

(d) No consent, approval, authorization, filing with or order of any court or governmental agency or body is required in connection with the transactions contemplated by this Agreement, except such as have been obtained or will be obtained prior to the Closing Date in connection with the transfer of the Tax Credits to Purchaser.

4.3 No Warranty as to Use. Except as otherwise set forth in this Agreement, Seller specifically disclaims any representation or warranty, including any implied warranty of use, relating to the Purchaser's use or application of the Tax Credits including, but not limited to, the reduction of the Purchaser's State of Florida corporate income tax liability.

4.4 Purchaser Representations, Warranties and Covenants. Purchaser represents, warrants, and covenants to Seller as follows:

(a) Tax Advisors. Purchaser has reviewed, including with its own tax advisors, the Federal and state tax consequences of the transfer of the Tax Credits, the application of such Tax Credits as a credit against Purchaser's tax liability and the eligibility of Purchaser to apply or utilize the Tax Credits. In determining whether or not to execute and deliver this Agreement, Purchaser relies solely on such review and/or the advice of such advisors and, except for the representations, warranties and covenants of the Seller in this Agreement, not on any statements or representations of Seller or any of its affiliates, subsidiaries, partners, members, shareholders, managers, principals, officers, directors, employees, representatives, agents or other persons in similar positions.

5. Indemnification. Subject to the provisions of this paragraph, if a court or state agency of competent jurisdiction makes a determination that reduces the Tax Credits and requires Purchaser to repay the amount of the reduction, except for a determination based on Purchaser's Florida tax liability without regards to the validity of the Tax Credits or resulting from any act or omission of Purchaser, then Seller shall, within 15 business days after the court or state agency makes the

determination, make a payment to Purchaser in an amount equal to (i) the amount of the reduction and (ii) any applicable interest and penalties imposed that are attributable to the reduction. Seller, however, shall have the right, before making this payment, to challenge or appeal the determination made by the court or state agency as the case may be at Seller's expense. If Seller is unsuccessful in the challenge or the appeal, Seller shall make the payment to Purchaser within 15 business days after the date when the final determination is made on the challenge or the appeal.

Seller shall indemnify, defend and hold harmless Purchaser and its affiliates and their respective directors, officers, members, employees, and representatives (including without limitation any successor to any of the foregoing but not any further transferee or subsequent purchaser of the Tax Credits) from and against any and all claims, demands, actions, suits and proceedings, and any settlements or compromises relating thereto and reasonable attorneys' fees and expenses, and any losses, liabilities, costs and expenses relating to, resulting from or arising out of (i) any breach of its representations, warranties, covenants, or agreements contained in this Agreement, or (ii) the failure of Seller to comply with any applicable law that may be applicable in connection with the transfer of the Tax Credits to Purchaser.

Purchaser shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, members, employees, and representatives (including without limitation any successor to any of the foregoing) from and against any and all claims, demands, actions, suits and proceedings, and any settlements or compromises relating thereto and reasonable attorneys' fees and expenses, and any losses, liabilities, costs and expenses relating to, resulting from or arising out of (i) any breach of Purchaser of any representation, warranty, covenant, or agreement contained in this Agreement, or (ii) the failure of Purchaser to comply with any applicable law that may be applicable in connection with the acquisition or transfer of the Tax Credits to Purchaser.

6. Confidentiality and Non-Disclosure. The purchase price and the identity of the Purchaser and all other non-public information of and about the Purchaser constitutes confidential and proprietary information, is and shall remain confidential and proprietary information of the party ("Confidential Information"), and the other parties shall maintain in confidence and shall not use or disclose in any manner whatsoever the other party's Confidential Information received by or provided to it during the course of Agreement, except as necessary to fulfill its agreements or obligations hereunder, which may include but are not limited to providing such Confidential Information to such party's attorneys, advisors, members, employees, agents, or representatives relating to or in furtherance of this Agreement or the transaction(s) contemplated thereby. In the event of a public records request, Seller, as the Custodian of Records, shall disclose the Confidential Information with the identity of the Purchaser and the Purchase Price and the Placement Fee redacted.

7. Termination. This Agreement may be terminated by Purchaser if there is a breach of any representation, warranty, covenant, agreement, or obligation of Seller contained in this Agreement and such breach shall not have been cured within ten (10) days after the delivery of notice thereof to Seller. This Agreement may be terminated by Seller if there is a breach of any representation, warranty, covenant, agreement, or obligation of Purchaser contained in this Agreement and such breach shall not have been cured within ten (10) days after the delivery of the notice thereof to

Purchaser.

Either Seller or Purchaser may elect to terminate this Agreement in the event that the Closing Date does not occur on or before December 5, 2019 by providing written notice to the other party pursuant to the terms of this Agreement.

If this Agreement is terminated, all further obligations of the parties under this Agreement shall terminate (except the confidentiality provisions of this Agreement); provided, however, that no party shall be relieved of any obligation or other liability arising from any breach or violation by such party of any provision of this Agreement.

The termination rights provided in this Section 7 shall not be deemed to be exclusive. Accordingly, the exercise by the parties hereto of their respective right to terminate this Agreement pursuant to this Section 7 shall not be deemed to be an election of remedies and shall not be deemed to prejudice, or to constitute or operate as a waiver of, any other right or remedy that the parties may be entitled to exercise (whether under this Agreement, under any other contract, under any statute, rule or other legal requirement, at common law, in equity or otherwise).

8. All parties hereto acknowledge that they have read and understand the contents of this Agreement and acknowledge that no promise or representation has been made to them by any of the parties hereto or anyone acting for them except as is expressly stated herein in this Agreement and that they execute this document knowingly, voluntarily and as their own free act and deed.

9. Subject to the terms of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (as applicable).

10. No party shall assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the other party; provided, however, that a party may assign any or all of its rights and interests hereunder to one or more of its affiliates but the assigning party shall remain liable and responsible for the performance of its obligations hereunder.

11. No third party is entitled to rely on any of the representations, warranties, covenants, and agreements contained in this Agreement. The parties assume no liability to any third party because of any reliance on the representations, warranties, covenants, and agreements contained in this Agreement.

12. This Agreement constitutes the entire agreement among the parties and contains all of the agreements between the parties with respect to the subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter.

13. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles or rules regarding conflicts of laws.

15. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement.

16. No change or modification to this Agreement shall be valid unless made in writing and signed by all the parties to this Agreement.

17. No failure on the part of any person or entity to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person or entity in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy (except as may otherwise be provided by law); and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy if and as may be provided by this Agreement or otherwise by applicable law. No person or entity shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person or entity.

18. Any notice to be given or served upon any party to this Agreement must be in writing, unless otherwise indicated, and shall be deemed to have been given (a) upon receipt, in the event of personal service or by actual delivery (including by facsimile or by overnight delivery service); (b) upon posting, if deposited in the United States mail with proper postage and dispatched by certified mail; or (c) upon receipt, if notice is given other than by personal service or by certified mail. All notices shall be given to the parties at the following addresses:

If to Seller:

Albert Childress
City Manager
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, Florida 33166

If to Purchaser:

Craig Sherwood
Director, Tax Compliance and Reporting
Stifel Financial Corporation
One Financial Plaza
501 North Broadway
St. Louis, MO 63102

19. Notwithstanding anything to the contrary in this Agreement, the Seller shall have no obligations under this Agreement to any subsequent owner or transferee, if any, of the Tax Credits


beyond the Purchaser as set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the parties have made this Agreement effective the day and year first above written.

PURCHASER:

STIFEL FINANCIAL CORPORATION

By: 
Name: Craig Sherwood
Its: Director, Tax Compliance
and Reporting

SELLER:

CITY OF DORAL


By: 
Name: Albert P. Childress
Its: City Manager

EXHIBIT A

E101050

Voluntary Cleanup Tax Credit Certificate

This certificate is issued pursuant to Section 376.30781, Florida Statutes (F.S.), to City of Doral, # 73-1690945, in the amount of \$368,358.43, to be applied toward Corporate Income Tax pursuant to s. 220.1845, F.S.

Tax credit certificates are transferable pursuant to Section 220.1845, F.S. A tax credit certificate holder seeking to transfer the certificate to one or more individuals or entities shall submit the original certificate to the Department's Division of Waste Management in Tallahassee along with a signed and notarized letter authorizing the transfer. The letter shall state the name, address, telephone number, and FEID or Social Security number, as applicable, of each transferee, and it shall indicate the portion (in whole or in units of no less than 25%) to be transferred. Such transferred credits may not be transferred again, although they may succeed to a surviving or acquiring entity after merger or acquisition.

Certificate Number:	<u>1011</u>
FDEP Fiscal Year Issued:	<u>2019-2020</u>
Calendar Year:	<u>2018</u>
Site Type:	<u>BF</u>
FIDHP Facility ID#:	<u>BF131502001</u>
VCIC Application #:	<u>976</u>

Tim J.
Bahr
Issued by: _____
(Authorized FDEP signature)

Digitally signed by
Tim J. Bahr
Date: 2019.07.25
13:17:59 -04'00'