

**AGREEMENT FOR  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM SOLUTION  
SOFTWARE LICENSES, SUPPORT AND SUBSCRIPTION SERVICES  
In Association with  
RFP 742-11378 Enterprise Resource Planning (ERP) System Solution and Professional  
Services**

**THIS AGREEMENT**, made this 7<sup>th</sup> day of September 2016 ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipal corporation, ("City" or "Licensee"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Infor Public Sector, Inc.** ("Contractor"), a California corporation authorized to transact business in the State of Florida, ("Infor" or "Contractor"), whose address and phone number are 13560 Morris Road, Suite 4100, Alpharetta, GA 30004, phone 678-319-8000.

Infor, in connection with the proposal response to Request for Proposal No. 742-11378, submitted by Ciber, Inc. (Contractor/Implementer) will provide certain Enterprise Resource Planning Infor and third party software as reflected on the on-premise and SaaS order forms ("Order Forms") attached hereto as Exhibits A and B. Pricing and product listing is on the Order Forms.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**I. PURPOSE AND DOCUMENTS**

The Parties understand that the Agreement, together with that certain Master Services Agreement between the City and Ciber Inc., is the result of City's procurement process and negotiations relating to Request for Proposal ("RFP") No. 742-11378. The comprehensive solution proposed by Ciber Inc. and Infor, Inc. (Contractors), and accepted by City is an on premise and vendor-hosted, ERP solution comprising of various components. This Agreement includes software licenses ("Software License Agreement"), subscription License ("Subscription License and Services Agreement" and the support agreement ("Software Support Agreement") escrow agreement of the Software License Agreement ("Escrow Addendum") attached hereto as Exhibits C, D, E and F, respectively. For avoidance of doubt, this Agreement a separate negotiation solely between Infor and the City, Infor is not party to the agreement between Ciber and the City to deliver the functionality/performance obligations defined in the RFP.

All contract documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement
- B. Second, Exhibits C, D and E.

- C. Third, Exhibits A and B
- D. Fourth, Exhibit F

## **II. AGREEMENT TERM**

The Term of the Agreement is for twelve (12) years.

## **III. ADDITIONAL ENTITIES** *Entities*

Provided that Licensee is not in breach of the Agreements, including its obligations to pay all fees when due and payable, is active on Support, and provided that such Component Systems are then-currently made generally available for licensing to all Infor customers, then during the period commencing on the Order Form Date, and ending five (5) years from Order Form Date, Infor agrees to extend an option to purchase the Component Systems listed in this Order Form to other public sector entities located in the Florida Counties of Broward, Palm, and Miami-Dade ("Additional Customers"), at a discount of 25% off of the then-current list price for such Component Systems plus XTP (or XT where applicable) Support Fees equal to twenty-two percent (22%) of the net License Fee. Each Additional Customer must execute a Software License Agreement, Software Support Agreement and Order Form directly with Infor for the License and Support of such Component Systems.

Licensee may provide any such Additional Customer with hosting services for such Component Systems, subject to a separate agreement between Licensee and such Additional Customer, so long as Licensee and the Additional Customer maintain a valid license and continue to purchase available Support for the Component Systems directly from Infor. Notwithstanding any provision in this Order Form or the Agreement to the contrary, Licensee must obtain approval from any Third Party Licensor before hosting any Third Party Product on behalf of an Additional Customer.

## **IV. QUALITY**

Contractor acknowledges and agrees that all material shall be first quality and that items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by City.

## **V. EMPLOYMENT AND PERSONNEL**

### **1) Independent Contractor**

This is not an Agreement of partnership or employment of Contractor or any of Contractor employees by City. Contractor is an independent contractor for all purposes under this Agreement. Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind City.

### **2) Personnel Qualifications**

Contractor shall perform its services in a professional and workman like manner and shall only use qualified and experienced personnel.

### 3) Contractor Personnel Requirements

a) Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

b) Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon City's premises shall obey the reasonable rules and regulations that are established by City and shall comply with the reasonable directions of City's officers. City may, at any time, request and Contractor will not reasonably deny the removal and replacement of any of Contractor employee(s).

### 4) Contractor' Responsibility for Employees

Contractor shall be responsible for the acts of its employees and agents while on City's premises. Accordingly, Contractor agrees to take all necessary and reasonable measures to prevent injury and loss to persons or property located on City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair or cause to repair, to the mutually agreed specifications, any damage that it, or its employees or agents, may cause to City's premises or equipment.

## VI. REMOTE ACCESS

The Contractor will not access any software product separately licensed by the City ("Licensed Program(s)") remotely without prior authorization from the City.

The parties envision that Services to City's production, development and/or test environment may be provided by remote electronic means (remote access). The manner, including any security restrictions, method, equipment, software and other considerations for remote access shall be provided on a request by request basis subject to City's internal security requirements. City, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor. Contractor, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor to City. Physical access for Contractor personnel to the System as necessary during Services to allow Contractor to perform Services shall be provided by City.

Contractor will assume its respective telephone access costs incurred to perform Services on the System by remote access. Contractor represents and warrants that while performing Services by remote access it will use all commercially available methods not to transmit any type of undocumented software routines or other elements which are designed to, or capable of, permitting, allowing, or causing: (a) unauthorized access to or intrusion upon; (b) disabling of; (c) erasure of; or (d) interference with any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty, Contractor, to the extent caused by Contractor, shall be responsible for, and pay City for, any and all actual direct

damages, costs and reasonable expenses incurred by City by reason of the breach within thirty (30) calendar days after Contract Coordinator's written demand for same.

## **VII. THIS SECTION NOT USED**

## **VIII. SOFTWARE DOCUMENTATION**

Contractor shall provide, at no additional charge, software documentation that describes in detail the operation of the software. Contractor warrants that all such documentation provided by Contractor shall accurately describe the operation of the software in all material respects.

## **IX. ISSUE RESOLUTION**

City and Contractor agree to use their best reasonable efforts to resolve promptly any functional, technical, and any other issue that may arise during the course of the Agreement. However, each party acknowledges that certain issues, by their nature, may require more time to resolve and in these situations, each party agrees to use its good faith and best reasonable efforts to expedite the resolution as soon as practicable and without delay.

## **X. SOFTWARE CODE IN ESCROW**

The Vendor shall place the source code for the Infor software licensed by the City via the Software License Agreement and listed in Exhibit G hereto with an independent third-party escrow service provider (Iron Mountain) located within the United States, (the "Escrow Agent"), pursuant to the Escrow Addendum attached hereto as Exhibit F. The Software to be included in for Escrow is listed in Exhibits "G".

The Vendor shall keep the escrowed source code current with the release(s) and version(s) of the Software in live use at the City. The Vendor shall update the copy of the source code kept by the Escrow Agent with the most current release or version used at the City at least every six or twelve months, depending upon the software product being escrowed.

The Vendor's agreement with the Escrow Agent shall provide that the Escrow Agent's duties shall be free of charge to the City.

## **XI. GENERAL CONDITIONS**

### **A. Funds Appropriation**

The Contractor understand and acknowledges that the City's purchase under this Agreement are and remain subject to annual budget appropriations. Thus, the obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law. Should funds not be appropriated any time after the first year of this Agreement, the City will provide at least thirty (30) days' notice to the Contractor of such non-appropriation and any resulting necessary termination of this Agreement or any Exhibits hereto. Notwithstanding the foregoing, the City represents that upon signing of this Agreement, funds have been appropriated for the perpetually licensed software and for the initial year of the SaaS software and support (see Exhibits A-E),

#### **B. Insurance**

(a) As a condition precedent to the effectiveness of this Agreement, Infor shall provide to the Licensee a certificate of commercial general liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensee's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors; and

(b) As a condition precedent to the effectiveness of this Agreement, Infor shall provide to the Licensee a certificate of business auto liability insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Licensee's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: \$250,000 each person, \$500,000 each occurrence, and property damage: \$100,000 each occurrence), including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability policy shall name the City of Fort Lauderdale, a Florida municipality, as an additional insured; and

(c) In addition, as a condition precedent to the effectiveness of this Agreement, Infor shall provide to the City a certificate of worker's compensation insurance, including employer's liability, with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws.

#### **C. Standard of Care**

Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance of the Work, represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a proper, workmanlike and dignified manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of Contractor's employees for good cause.

Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, or cause to repair, to the mutually agreed specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Contractor's failure to do so, the City may repair such damage and Contractor shall reimburse the City promptly for the reasonable cost of repair.

Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

#### **D. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement by the City are and shall remain the property of City; and Contractor disclaims any copyright in such materials. City acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Contractor's duty of confidentiality to City. To the extent Contractor Materials are included in any Deliverable, Contractor will grant City a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Contractor Materials, but only for Customer's internal use in conjunction with the Deliverable. Contractor's grant to City of any interest in the Services and Deliverables is effective only upon City's payment of all fees and charges invoiced by Contractor.

#### **E. Audit Right and Retention of Records**

City shall, upon reasonable advance notice to Contractor, have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are directly related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor shall be kept in written form, or in a form capable of conversion into

written form within a reasonable time, and upon request to do so, Contractor, as applicable, shall make same available at no cost to City in written form.

Contractor shall preserve and make available, upon reasonable advance notice to Contractor, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. Nothing herein shall be deemed to conflict with the warranties, support and related remedies provided by Contractor in the Exhibits A-E hereto.

The Contractor shall maintain during the term of this Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **F. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

#### **G. Non-Waiver**

The failure of the parties to insist upon strict performance of any terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by the other party as a waiver of the insisting party's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**H. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. Notwithstanding the forgoing, Infor may assign the Agreement in connection with a merger, acquisition or transfer of assets.**

**I. Conflicts**

Contractor agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding to which he, she or Contractor is not a party, unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required specifically by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**J. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**K. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**L. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.



#### **M. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

#### **N. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein except, for avoidance of doubt, that certain 2010 license and support agreements entered into by the parties. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **O. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### **P. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best reasonable efforts to remedy its inability to perform.

**Q. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

**R. Public Records**

If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records at (954-828-5109, [mmaier@fortlauderdale.gov](mailto:mmaier@fortlauderdale.gov), and 100 N. Andrews Avenue, Information Technology Services, Fort Lauderdale, FL 33301) .

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records created by Contractor pursuant to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except to the extent required by Contractor’s records management policies. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**S. Contractor Merger or Acquisition**

In the event that the Contractor is merged or acquired, Infor will use all commercially reasonable efforts to ensure that the acquiring entity shall honor all of the terms of the existing Agreement for the then-remaining term of the Agreement as set out in Section III. above.

**T. Video and Audio Recording**

City reserves the right to record video and/or audio of any and all training sessions, held at City site, Contractor site, or via teleconference. Use of such recordings shall be strictly for City staff training purposes.

**U. Data and Privacy**

1. All data supplied by the City related to the performance of a service remains the City's property.

2. **Privacy Laws**

The City and the Contractor are each responsible for complying with any obligations applying respectively to items under the applicable data protection and personal information protection laws ("Privacy Laws") governing the City's data.

If there is a security breach involving protected City data, the Contractor will notify the City promptly upon discovery and provide the City with the information needed about the breach necessary to meet the Contractor's and City's responsibilities and business needs.

3. **Handling of Protected Data after Termination**

Upon termination of this Agreement or at the City's request, the Contractor shall return or destroy protected information in accordance with Subsection XX.Z and in accordance with Florida law

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: [Signature]  
City Manager

Approved as to form  
[Signature]  
Assistant City Attorney

ATTEST:

[Signature]  
Print Name: Brad Steiner  
Title: Secretary  
If nobody else is listed, leave blank (lines only) for Contractor to complete

INFOR PUBLIC SECTOR, INC.

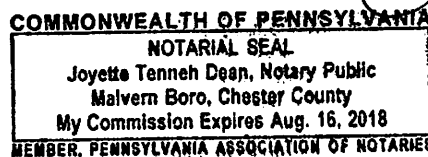
By: [Signature]  
Print Name: Gregory M. Giangiordano  
Title: President, SVP & General Counsel

(CORPORATE SEAL)

STATE OF Pennsylvania:  
COUNTY OF Chester:

The foregoing instrument was acknowledged before me this 24 day of October, 2016, by Gregory M. Giangiordano as President, SVP & General (title) for Infor Public Sector, Inc..

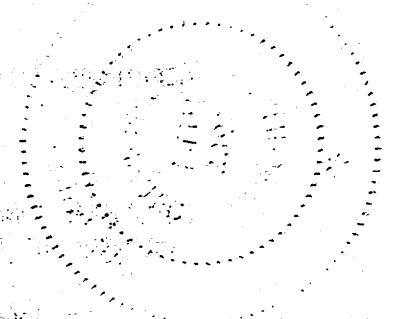
(SEAL) [Signature]  
Notary Public, State of Pennsylvania  
(Signature of Notary Public)



Joyette Tenneh Dean  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

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MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES  
My Commission Expires Aug. 16, 2018  
Malvern Boro, Chester County  
Joyette Tennish Dean, Notary Public  
NOTARIAL SEAL  
COMMONWEALTH OF PENNSYLVANIA