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RECORDED AT REQUEST OF
REDWOOD EMPIRE TITLE COMPANY

BOOK 1403 PAGE 421

JUN 3 12 25 PM '83

OFFICIAL RECORDS
MENDOCINO COUNTY CALIF
MARSHA A. YOUNG
RECORDERDOCUMENT RECORDED AT THE REQUEST
OF AND WHEN RECORDED MAIL TO:State of California
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: Leslie H. Grimes
Telephone: (916) 445-1012State of California Official Business
Document entitled to free recordation
pursuant to Government Code Section 27383

No Tax Due

COMPARED

3000

EXCHANGE AGREEMENTInstructions to the Mendocino County Recorder

This document includes conveyances between the parties to this agreement. By execution of this Agreement, the parties each authorize acceptance of and accept the conveyances of the other parties. Please index this document as follows:

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT EXHIBIT IN WHICH REAL PROPERTY IS DESCRIBED</u>
Noyo Harbor District as grantee in trust of sovereign land by Chapter 555 of the Statutes of 1961.	State of California acting by and through the State Lands Commission California	A
State of California acting by and through the State Lands Commission	Wharf, Inc., a cor- poration organized and existing by the laws of the State of California	D
Wharf, Inc., a cor- poration organized and existing by the laws of the State of California	State of California acting by and through the State Lands Commission	C, E
Wharf, Inc., a cor- poration organized and existing by the laws of the State of California	Noyo Harbor District as grantee in trust of sovereign land by Chapter 555 of the Statutes of 1961.	E

NOTE: This EXCHANGE AGREEMENT is entered into only for the purpose of settling title to the property involved and does not constitute a change in ownership under Section 62(b) of the California Revenue and Taxation Code.

ZNE 2-64-149
40,41

BOOK 1403 PAGE 421

The parties to this Exchange Agreement, dated May 5, 1983, are the State of California, acting by and through its State Lands Commission (STATE), the Noyo Harbor District (DISTRICT) and Wharf, Inc., a corporation organized and existing by the laws of State of California (RECORD OWNER).

RECITALS:

1. This Agreement concerns a parcel of real property in the County of Mendocino, State of California, referred to throughout this Agreement as "SUBJECT PARCEL," described in the attached Exhibit "A," and shown for reference only on the attached Exhibit "B," as the sum of the PARCEL TO STATE and the TRUST TERMINATION PARCEL. Exhibits A and B are incorporated as a part of this Agreement by this reference.

2. This Agreement also concerns another parcel of property in the County of Mendocino, State of California, referred to throughout this Agreement as "PARCEL TO STATE," described in the attached Exhibit "C," and shown for reference only on the attached Exhibit B, both exhibits being incorporated as a part of this Agreement by this reference.

3. This Agreement also concerns a parcel of real property in the County of Mendocino, State of California, referred to throughout this Agreement as "TRUST TERMINATION

PARCEL," described in the attached Exhibit "D," and shown for reference only on the attached Exhibit B, both exhibits being incorporated as a part of this Agreement by this reference.

4. This Agreement also concerns a parcel of real property in the County of Mendocino, State of California, referred to throughout this Agreement as "NOYO RIVER PARCEL," described in the attached Exhibit "E," and shown for reference only on the attached Exhibit B, both exhibits being incorporated as part of this Agreement by this reference.

5. Upon its admission to the United States of America on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation, and fisheries all right, title, and interest in tide and submerged lands within the boundaries of the State of California.

6. The United States of America, by township survey approved December 28, 1866, meandered the waters of the Noyo River as it flowed through or near the SUBJECT PARCEL. The purpose of the survey was to establish lots along the Noyo River for sale to the public.

7. The United States of America, by patent dated November 10, 1870, sold all lands within the SUBJECT PARCEL

lying above the mean high tide line of the Noyo River as that line existed in its last natural condition.

8. The STATE has conducted research of historic topographic and hydrographic charts, surveys, quad sheets, and photographs to determine the extent of sovereign interests within the SUBJECT PARCEL.

9. The STATE and DISTRICT contend that a part of the land within the SUBJECT PARCEL was, in its last natural condition, sovereign tide and submerged lands which were excepted from and did not pass by United States patent.

10. The State of California, by Chapter 555 of the Statutes of 1961, granted in trust to DISTRICT any and all sovereign tide and submerged lands within the SUBJECT PARCEL, subject to all those interests retained and reserved by the STATE by virtue of that Chapter.

11. The DISTRICT has since held those lands granted by Chapter 555 of the Statutes of 1961 pursuant to the terms of that grant and as a trustee for the benefit of all of the people of the State of California; and

12 The RECORD OWNER claims fee title to all of the SUBJECT PARCEL as a successor in interest to United States patent dated November 10, 1870. RECORD OWNER contends that its interest is free of any public right or interest held by virtue of sovereignty by the DISTRICT or the STATE and that no part of the land within the SUBJECT PARCEL was below the line of mean high tide as that line existed in its last natural condition.

13. In the interest of settlement in lieu of litigation, the STATE has conducted a study and evaluation of the title evidence and the principles of law and the merits of the STATE and DISTRICT's legal position and has appraised the present value of the DISTRICT's and STATE's sovereign land interests in the TRUST TERMINATION PARCEL and the PARCEL TO STATE.

14. As a result of compromise, an effort to avoid costly and prolonged litigation of uncertain result, and the extensive research discussed above, the parties have agreed to settle their opposing claims to the SUBJECT PARCEL by:

A. The DISTRICT quitclaiming to the STATE its right, title, and interest in the SUBJECT PARCEL existing by virtue of the grant to the DISTRICT in Chapter 555, Statutes of 1961.

B. The STATE conveying to the RECORD OWNER all right, title, and interest existing by virtue of sovereignty which it has in the TRUST TERMINATION PARCEL in exchange for the conveyance referred to in 14(C) immediately below; and

C. The RECORD OWNER conveying the PARCEL TO STATE to the STATE as sovereign land subject to the public trust for commerce, navigation, and fisheries.

D. The STATE leasing back to the DISTRICT its sovereign interest in the PARCEL TO STATE by separate document.

E. The RECORD OWNER quitclaiming to the DISTRICT the NOYO RIVER PARCEL, as sovereign tide and submerged land held by the DISTRICT by Chapter 555, Statutes of 1961, excepting those interests retained and reserved by the STATE by virtue of that Chapter.

15. The State Lands Commission, by its approval and authorization of the execution of this EXCHANGE AGREEMENT finds, upon recordation of this Agreement and to the extent that sovereign interests exist in the SUBJECT PARCEL, that:

A. The TRUST TERMINATION PARCEL has been filled pursuant to and in the course of a highly beneficial public program of harbor development;

B. The TRUST TERMINATION PARCEL is no longer susceptible to use for commerce, navigation and fisheries;

C. The TRUST TERMINATION PARCEL has ceased to be tide and submerged land;

D. The TRUST TERMINATION PARCEL constitutes a relatively small part of the Noyo Harbor; and

E. The value of the land to be acquired by the STATE is greater than or equal to the value of sovereign interests given up by the STATE.

16. Pursuant to the provisions of Division 6 of the Public Resources Code, the State Lands Commission has exclusive jurisdiction of the State's right, title, and interest in tide and submerged lands owned by the State by virtue of its sovereignty, held in trust for the benefit of the people thereof, including the jurisdiction and authority to enter into exchanges, boundary agreements, and settlements of title disputes in lieu of litigation establishing the nature and extent of such sovereign State ownership with respect to specific parcels of real property.

ITEMS OF AGREEMENT:

In consideration of the preceding recitals and the following items of agreement, the parties agree that:

1. DISTRICT's quitclaim to STATE of granted lands interest in SUBJECT PARCEL.

The DISTRICT hereby remises, releases, and forever quitclaims to STATE all its right, title, and interest existing by virtue of Chapter 555, Statutes of 1961, in the SUBJECT PARCEL described in Exhibit A.

2. STATE's patent and quitclaim to RECORD OWNER.

STATE hereby remises, releases, and forever quitclaims and patents to RECORD OWNER all of its right, title, and interest existing by virtue of its sovereignty in the TRUST TERMINATION PARCEL described in Exhibit D.

3. RECORD OWNER's quitclaim to STATE.

RECORD OWNER hereby remises, releases, and forever quitclaims to STATE all of the right, title, and interest in the PARCEL TO STATE as described in Exhibit C, to be held as sovereign tide and submerged lands subject to the public

trust for commerce, navigation, and fisheries.

4. RECORD OWNER'S quitclaim to DISTRICT of NOYO RIVER PARCEL.

RECORD OWNER hereby remises, releases and forever quitclaims to DISTRICT all its right, title, and interest in the NOYO RIVER PARCEL described in Exhibit E, to be held as sovereign lands subject to Chapter 555 of the Statutes of 1961, excepting those interests reserved and retained by the STATE by virtue of that Chapter.

5. RECORD OWNER's quitclaim to STATE of those interests in the NOYO RIVER PARCEL reserved to the STATE by Chapter 555, Statutes of 1961.

RECORD OWNER hereby remises, releases, and forever quitclaims to STATE those interests in the NOYO RIVER PARCEL reserved and retained by the STATE by virtue of that Chapter.

6. State Lands Commission Findings

To the extent that sovereign interests exist in the TRUST TERMINATION PARCEL, the State Lands Commission, by its approval and authorization of the execution of this Exchange Agreement, and recordation of this Agreement:

A. Finds that the TRUST TERMINATION PARCEL has been filled pursuant to and in the course of a highly beneficial public program of harbor development;

B. Finds that the TRUST TERMINATION PARCEL is no longer susceptible to use for commerce, navigation, and fisheries;

C. Finds that the TRUST TERMINATION PARCEL has ceased to be tide and submerged land;

D. Finds that the TRUST TERMINATION PARCEL constitutes a relatively small part of the Noyo Harbor;

E. Finds that the value of the land to be acquired by the STATE is greater than or equal to the value of sovereign interests given up by the STATE;

F. Finds that this EXCHANGE AGREEMENT is in settlement of a title and boundary dispute and the California Environmental Quality Act is therefore inapplicable;

G. Approves and authorizes the execution, acknowledgment, and recordation of this EXCHANGE AGREEMENT on behalf of the DISTRICT, including the DISTRICT's quitclaim to the STATE of the SUBJECT PARCEL; and

H. Approves and authorizes the execution, acknowledgment, and recordation on behalf of the Commission of this EXCHANGE AGREEMENT and the lease back to DISTRICT of the PARCEL TO STATE by separate document.

7. Notarization

All signatures on this agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment shall be attached to allow the recordation of this Agreement in the County of Mendocino, California.

8. Agreement Binding on Successors and Assigns

All the terms, provisions, and conditions herein shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

9. Modification

No modification, amendment, or alteration of this agreement shall be valid unless in writing and signed by the parties.

10. Counterparts

This agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

11. No Admission or Effect if Agreement Not Validated

This Exchange Agreement shall become effective only after the following actions are taken in the order listed below:

- a. approval and execution of this Agreement by the parties; and
- b. signature by the Governor of California; and

c. recordation of this Exchange Agreement.

If this Agreement and underlying transaction is not so effectuated by January 1, 1984, it will have no force or effect, and no party will have any rights, duties, claims, or obligations under it. In that event, nothing contained in the Agreement shall constitute or be deemed to be an admission by or against any party of any of the matters or property titles or interests it treats.

12. No Effect on Other Lands

The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any party concerning the boundaries of and character of title or interest to any lands outside the SUBJECT PARCEL.

13. Headings

The title headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

14. Acceptance of Conveyances and Consent to Recording

By their execution of this Agreement, the parties each authorize acceptance of and accept the conveyances of each other party. Further, the parties consent to recordation of this Agreement and its conveyances by their executions.

15. Escrow

a. The parties have agreed to open an escrow with Ukiah Coast Title Company (ESCROW AGENT).

b. Deposits by parties:

(1) STATE shall deposit the following documents into escrow:

(a) A certified copy of its Minute Item showing the Commission's approval of this Agreement and the Commission's authorization that it be executed on behalf of the STATE and DISTRICT;

(b) This Agreement, duly and properly executed by it; and

(2) The DISTRICT shall deposit the following documents into escrow:

(a) A certified copy of a resolution of its Board of Directors approving this Agreement and authorizing its execution on DISTRICT's behalf; and

(b) This Agreement, duly and properly executed by it.

(3) The RECORD OWNER shall deposit the following documents into escrow:

(a) A certified copy of a resolution of its Board of Directors authorizing its execution on the RECORD OWNER's behalf; and

(b) This Agreement, duly and properly executed by it.

16. Title Insurance

The parties agree to have Safeco Title Insurance Company stand ready and be committed to issue upon the close of

escrow a C.L.T.A. policy of title insurance to DISTRICT and STATE insuring that STATE holds all right, title, and interest in the PARCEL TO STATE subject to the terms of this Agreement and to those exceptions agreed to in writing by STATE in an amount not less than \$100,000.00.

17. Recordation

Upon the receipt of all the documents listed in paragraph 15, section (b) of this Agreement and the written approval by the staff of the State Lands Commission of the conditions of title shown in a pro forma title policy and any other conditions previously approved in writing by the parties, Ukiah Coast Title Company, if it has not received an objection by a party to the closing of escrow, shall notify the parties of its intention to close escrow and to record this Agreement and related documents and shall set a date certain for such recordation and closing. At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, ESCROW AGENT shall record this Agreement in the Office of the County Recorder for Mendocino County, California.

18. Allocation of Costs and Expenses

The expenses and fees of escrow incurred by Ukiah Coast Title Company, including those associated with recordation of this Agreement and the premiums and costs of the title

insurance policies described in paragraph 16 of this Agreement, shall be borne by RECORD OWNER. All other fees, costs, and expenses of any attorney, engineer or other person employed or retained by a party in connection with this Agreement shall be borne by that party.

19. Severability

The parties agree that after recordation of this Agreement, each provision of it shall be severable, separate, and distinct from the other provision of the Agreement and each provision shall continue in full force and effect even if other provisions shall be determined invalid for any reason. Nothing in this paragraph shall affect the rights of any party to enforce any provision of this Agreement against any other party at law or in equity, or both.

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Witnessing this Agreement, each party has, by its duly authorized officer, executed this Agreement on the date opposite each signature.

WHARF, INC.

DATE: 4/15/82

By James G. Cummings
James G. Cummings - President ✓

NOYO HARBOR DISTRICT

DATE: April 14, 1983

By K. Stampfli
K. Stampfli-Chairman,
STATE OF CALIFORNIA
STATE LANDS COMMISSION ✓

DATE: 5/2/83

By Claire T. Dedrick
Claire T. Dedrick - Executive Officer ✓

Approved as to form:

JOHN VAN DE KAMP
Attorney General of California

DATE: April 28, 1983

By N. Gregory Taylor
Assistant Attorney General

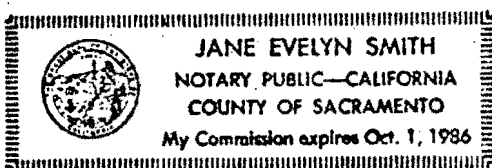
STATE OF CALIFORNIA)

) ss

COUNTY OF SACRAMENTO)

On this 2nd day of May, 1983,
before me, the undersigned, a Notary Public in and for the State of California, with principal
office in the County of Sacramento, personally appeared CLAIRE T. DEDRICK
personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed this
instrument as EXECUTIVE OFFICER
of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that
executed the within instrument, known to be the person who executed the within
instrument, on behalf of the Commission there named, and acknowledged to me that such
Commission executed the within instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.



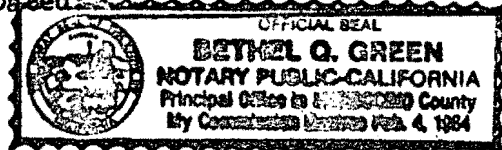
Jane Evelyn Smith
NOTARY PUBLIC IN AND FOR THE
STATE OF CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF MENDOCINO) ss

ACKNOWLEDGEMENT

On this 14th day of April, in the year 1983, before me Bethel Q. Green,
Notary Public, personally appeared K. Stampfli, personally known to me (or
proved to me on the basis of satisfactory evidence, or on the oath of _____.)
to be the person who executed this instrument as Chairman of the _____
NOYO HARBOR COMMISSION and acknowledged to me that the NOYO HARBOR DISTRICT
executed the same.

Dated: 4-14-83

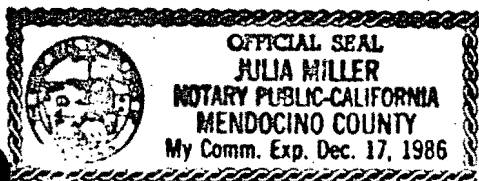


Bethel Q. Green
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF CALIFORNIA }

COUNTY OF MENDOCINO } ss.

On this 15th day of April, in the year 1983
before me, the undersigned, a Notary Public in and for said State, personally appeared
JAMES G. CUMMINGS



_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the President of
Wharf, Inc. that executed the within instrument on behalf of
the corporation and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.
WITNESS my hand and official seal.

Julia Miller
Notary Public in and for said State.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

)
) ss.
)

IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 5th day of May, in the year of our Lord One Thousand Nine Hundred and Eighty-three.

George Deukmejian
GOVERNOR
State of California

March Fong Eu
SECRETARY OF STATE

Attest:

BY Margaret Heuberg

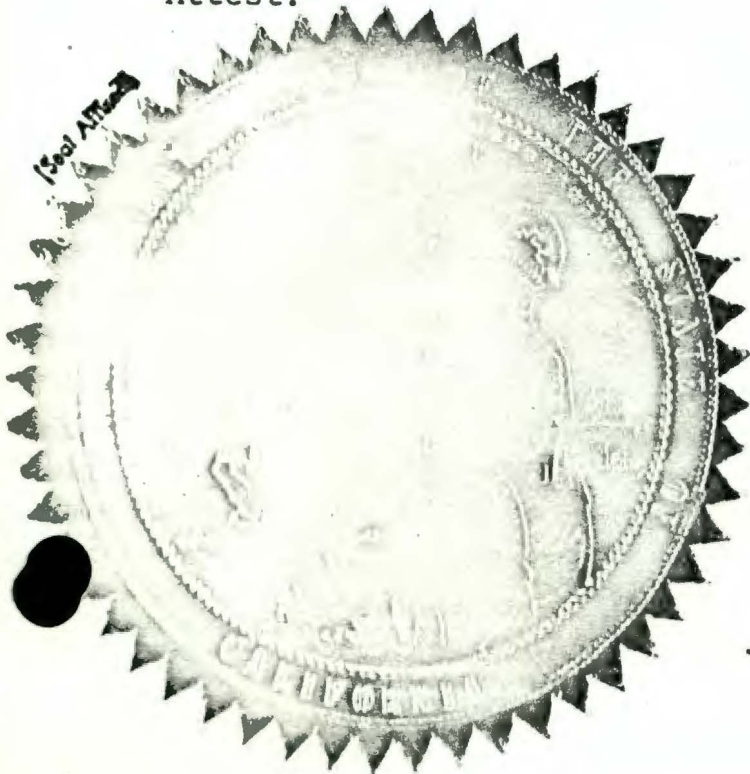


EXHIBIT A

LAND DESCRIPTION

W 22825

A parcel of land lying in an unincorporated area within Section 18, T18N, R17W, MDM, County of Mendocino, State of California, more particularly described as follows:

COMMENCING at NGS station "Bald Hill 2"; thence S 36° 07' 22" W 19,878.29 feet to a 3/4" rebar monument tagged L.S. 3184 being the POINT OF BEGINNING of the parcel described herein, said parcel being also shown on Record of Survey map filed September 17, 1980, in Map Case 2, Drawer 36, page 94, Mendocino County Recorder and Certificate of Correction recorded October 28, 1980, in Book 1280, page 35, Mendocino County Records; said point of beginning also bears S 27° 13' 51" E 3101.48 feet from the northwestern corner of Section 18, T18N, R17W, MDM, as shown upon that certain Record of Survey filed April 3, 1967, in Map Case 2, Drawer 8, page 35, Mendocino County Records; thence S 29° 21' 00" W 126.59 feet to a 3/4" rebar tagged L.S. 3184; thence S 88° 38' 00" W 52.69 feet to a brass topper monument stamped L.S. 3184; thence the following seven courses:

1. N 21° 42' 40" W 189.53 feet;
2. N 42° 01' 19" E 53.66 feet;
3. N 48° 55' 06" E 51.74 feet;
4. N 32° 44' 07" E 33.29 feet;
5. N 29° 58' 35" E 5.57 feet;
6. S 60° 39' 00" E 161.59 feet;
7. S 29° 21' 00" W 105.51 feet to the point of beginning of the herein described parcel.

Bearings used in this description are based upon the California State Coordinate System, Zone 2. (Geodetic distances are delineated herein.)

END OF DESCRIPTION

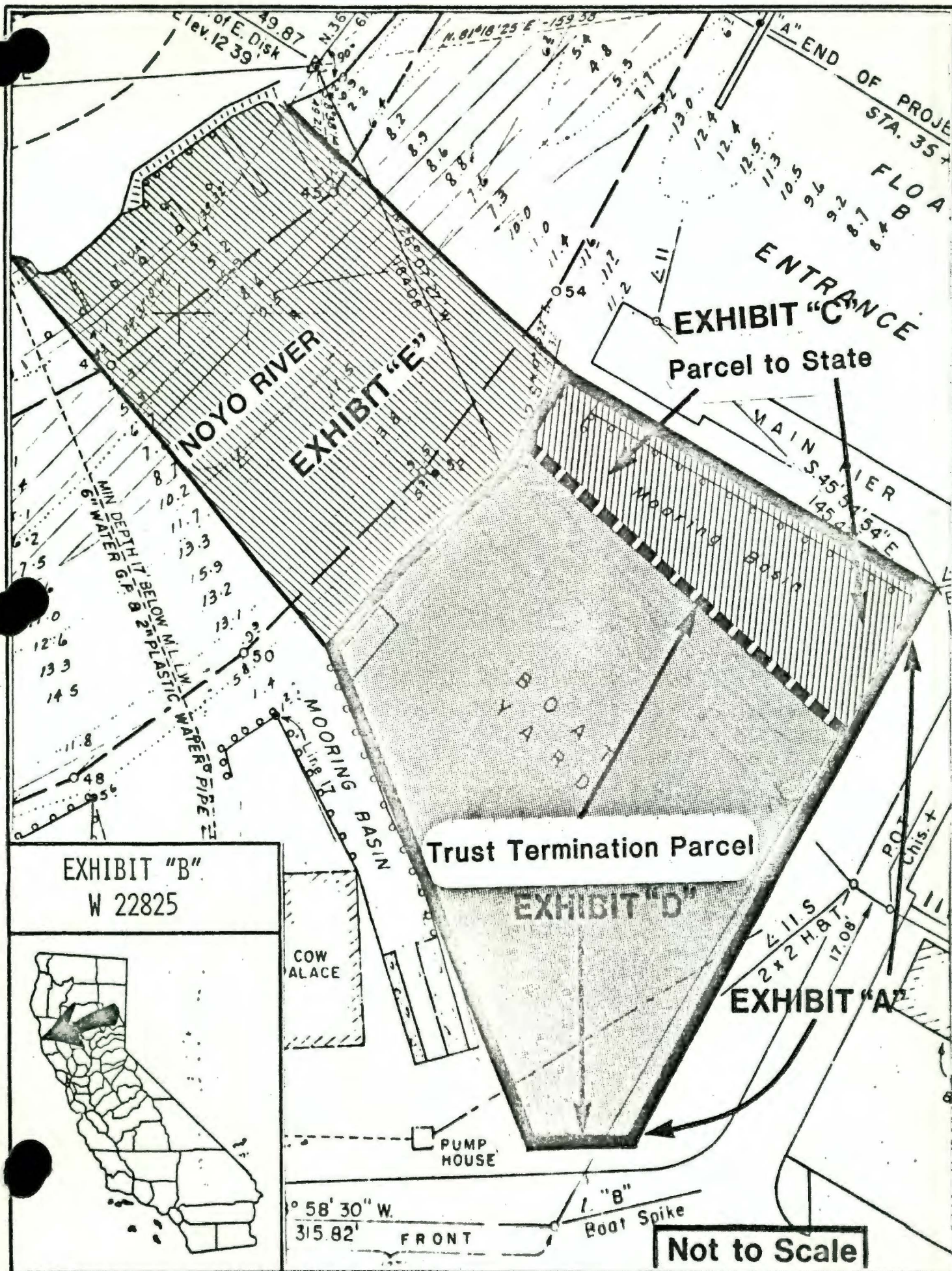


EXHIBIT C

LAND DESCRIPTION

W 22825

A parcel of land lying in an unincorporated area within Section 18, T18N, R17W, MDM, County of Mendocino, State of California, more particularly described as follows:

COMMENCING AT NGS station "Bald Hill 2"; thence S 36° 07' 22" W 19,878.29 feet to a 3/4" rebar monument tagged L.S. 3184, said point also bears S 27° 13' 51" E 3101.48 feet from the northwestern corner of Section 18, T18N, R17W, MDM, as shown upon that certain Record of Survey filed April 3, 1967 in Map Case 2, Drawer 8, page 35, Mendocino County Records; thence N 29° 21' 00" E 48.92 feet to the POINT OF BEGINNING; thence the following three courses:

1. N 49° 42' 40" W 165.85 feet;
2. N 32° 44' 07" E 19.56 feet;
3. N 29° 58' 35" E 5.57 feet to a point which bears N 29° 21' 00" E 56.59 feet and N 60° 39' 00" W from the point of beginning; thence the following two courses:

4. S 60° 39' 00" E 161.59 feet;
5. S 29° 21' 00" W 56.59 feet to the point of beginning.

This parcel is a portion of property shown in Record Survey filed September 17, 1980, in Map Case 2, Drawer 36, page 94, Mendocino County Recorder and Certificate of Correction recorded October 23, 1980, in Book 1280, page 35, Mendocino County Records.

Bearings used in this description are based upon the California State Coordinate System, Zone 2. (Geodetic distances are delineated herein.)

END OF DESCRIPTION

EXHIBIT D

LAND DESCRIPTION

W 22825

A parcel of land lying in an unincorporated area within Section 18, T18N, R17W, MDM, County of Mendocino, State of California, more particularly described as follows:

COMMENCING at NGS station "Bald Hill 2"; thence S 36° 07' 22" W 19,878.29 feet to a 3/4" rebar monument tagged L.S. 3184 being the POINT OF BEGINNING, said point of beginning also bears S 27° 13' 51" E 3101.48 feet from the northwestern corner of Section 18, T18N, R17W, MDM, as shown upon that certain Record of Survey filed April 3, 1967, in Map Case 2, Drawer 8, page 35, Mendocino County Records; thence S 29° 21' 00" W 126.59 feet to a 3/4" rebar tagged L.S. 3184; thence S 88° 38' 00" W 52.69 feet to a brass topper monument stamped L.S. 3184; thence the following five courses:

1. N 21° 42' 40" W 189.53 feet;
2. N 42° 01' 19" E 53.66 feet;
3. N 48° 55' 06" E 51.74 feet;
4. N 32° 44' 07" E 13.73 feet;
5. S 49° 42' 40" E 165.85 feet to a point which bears N 29° 21' 00" E from the point of beginning; thence S 29° 21' 00" W 48.92 feet to the point of beginning.

Bearings used in this description are based upon the California State Coordinate System, Zone 2. (Geodetic distances are delineated herein.)

END OF DESCRIPTION

EXHIBIT E

LAND DESCRIPTION

W 22825

A parcel of tide and submerged lands in the Noyo River within Section, 18, T18N, R17W, MDM, County of Mendocino, State of California, more particularly described as follows:

That portion of the bed of the Noyo River lying waterward of the northwesterly boundary of that certain parcel of land shown on the Record of Survey filed September 17, 1980 in Map Case 2, Drawer 36, page 94, Mendocino County Recorder and Certificate of Correction recorded October 28, 1980, in Book 1280, page 35, Mendocino County Records, said portion also lying between a line perpendicular to said northwesterly boundary at the most northerly corner of said parcel of land and a line perpendicular to said northwesterly boundary at the most westerly corner of said parcel.

END OF DESCRIPTION

NOYO HARBOR DISTRICT

NOYO MOORING BASIN

19101 S. HARBOR DRIVE
FORT BRAGG, CALIF. 95437

TELEPHONE: (707) 964-4719

CERTIFICATION

I, Bethel Q. Green, Secretary of the NOYO HARBOR DISTRICT, do hereby certify that the within document is a true and correct copy of the original on file in the records of my office.

Dated: April 14, 1983

Bethel Q. Green
Bethel Q. Green, Secretary

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RESOLUTION NO. 123

RESOLUTION OF NOYO HARBOR
DISTRICT AUTHORIZING EXECUTION
OF EXCHANGE AGREEMENT WITH THE
STATE OF CALIFORNIA (STATE LANDS
COMMISSION) AND WHARF, INC.

The Board of Commissioners of Noyo Harbor District does
hereby RESOLVE:

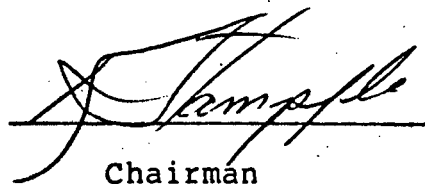
That the agreement between the District and the State of
California (State Lands Commission) and Wharf, Inc. entitled
"Exchange Agreement" is hereby approved and the Chairman and
Secretary are authorized to execute the same on behalf of the
District.

PASSED AND ADOPTED this 14th day of April, 1983.

AYES: ARMITAGE, BRADLEY, CAITO, MAAHS and STAMPFLI

NOES: NONE

ABSENT: NONE


Chairman

Attest:

