

LOBBYING SERVICES AGREEMENT

This Lobbying Services Agreement (this “Agreement”), effective as of the last signature set forth below (“Effective Date”), is made between:

Crown Castle Fiber LLC, having a place of business at
2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“Crown”),

and

Ridge Strategy Group, LLC, having its principal place of business at
1507 E. 53rd Street, Number 146, Chicago, Illinois 60615 (“Lobbyist”).

In consideration of the mutual covenants contained herein, Crown and Lobbyist hereby agree as follows:

Article 1. Services and Payment

- a. Services.** Lobbyist shall perform the services described on **Exhibit A** (“Services”) in accordance with the terms and conditions of this Agreement. Lobbyist shall perform the Services in a professional manner in compliance with all standards, policies and rules reasonably established by Crown from time to time. Any change to Services set forth on **Exhibit A** shall require written amendment to this Agreement pursuant to Article 15.
- b. Payment.** Crown or a Crown affiliate will pay Lobbyist for the Services rendered in accordance with the payment terms set forth on **Exhibit B**. Payment shall not be contingent on the outcome of any government action.
- c. Non-Exclusive.** This Agreement is not exclusive, and Crown or a Crown affiliate may, in its sole discretion, choose to obtain from other contractors or itself perform the same or similar services as those provided by Lobbyist.

Article 2. Term

The term of this Agreement will commence upon the Effective Date and remain in effect through December 31, 2021, and, unless otherwise terminated pursuant to Article 9, shall thereafter renew for successive additional one-year terms. Nothing contained herein shall affect the right of a party to terminate this Agreement pursuant to Article 9.

Article 3. Independent Contractor

Lobbyist shall perform the Services as an independent contractor of Crown, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship between Lobbyist and Crown. Lobbyist shall not represent itself to be an employee of Crown or enter into any agreement on Crown’s behalf of or in Crown’s name. Lobbyist shall not be entitled to workers’ compensation, retirement, insurance or any other benefits afforded to employees of Crown.

Article 4. Compliance with Laws and Crown Policies

Lobbyist shall: (a) comply with all federal, state and local laws, ordinances, regulations and orders (“Laws”), including Laws relating to lobbying and related activities, Laws relating to gifts or contributions to third parties (including any representative of any domestic or foreign government or subdivision thereof), and the Foreign Corrupt Practices Act; (b) file all registrations and reports relating to the Services (including, lobbying registrations and reports, and tax returns) in a timely manner; (c) pay all filing fees and federal, state and local taxes applicable to Lobbyist's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due. In addition, Lobbyist shall timely identify and advise Crown in advance as to any and all Laws (including any lobbying registrations and reports) that Crown or a Crown affiliate may be required to comply with in connection with the Services or any other services performed by Lobbyist on behalf of Crown or a Crown affiliate. Lobbyist shall provide Crown with a summary of any such Laws in advance of any deadlines by which compliance with such Laws is required and shall facilitate Crown's compliance with such Laws.

Lobbyist shall comply with Crown's Lobbying Policy Statement (“Lobbying Policy”) and Crown's other ethics policies and guidelines, including the Proper Business Practices and Ethics Policy (“Ethics Policy”), as in effect from time to time. Lobbyist acknowledges receipt of a copy of the Lobbying Policy and the Ethics Policy. Lobbyist agrees that (a) this Agreement shall not become effective, (b) Lobbyist shall not commence any Services hereunder and (c) Lobbyist shall not be compensated pursuant hereto, unless and until Lobbyist signs and returns to Crown the Crown policies and guidelines acknowledgement and commitment form set forth on **Exhibit C** hereto.

Lobbyist shall promptly provide Crown with copies of all lobbying registrations and lobbying reports to jurisdictions and such other documents and supporting materials as Crown may reasonably request to evidence Lobbyist's continuing compliance with this Article 4.

Article 5. Ownership and Use of Proprietary Materials

- a. Proprietary Materials.** Pursuant to the business relationship contemplated by this Agreement, Crown may disclose certain proprietary or confidential information to Lobbyist, including, among other things, information regarding Crown's assets, liabilities, operations, products, any Work Product (defined below), strategies and techniques, the technical characteristics and operations of its products, and the identities of suppliers and customers and the nature and extent of their business relationships with Crown (“Information”).
- b. Ownership.** To the extent permitted under the U.S. Copyright Act (17 U.S.C. §101 et seq., and any successor statute thereto), any additional Information, invention or work product created as a result of this Agreement will constitute “works made for hire,” and the ownership of such Information will vest in Crown at the time it is created. To the extent such Information is not “works made for hire” under applicable copyright laws, Lobbyist hereby assigns and transfers to Crown all right, title and interest that Lobbyist may now or hereafter have in that Information, invention or work product. Lobbyist will promptly disclose to Crown all such Information.

c. Work Product

1. Lobbyist agrees that all documents, information or other data, other than Lobbyist's Information as defined in Article 5(c)(2) generated while rendering Services to Crown or a Crown affiliate pursuant to this Agreement, including but not limited to any and all source and object code, applicable documentation, information, data, models, equations, studies, calculations, solutions, reports, drawings, process flows, modifications or adaptations of existing software and inventions developed or reduced to practice by the Lobbyist while providing Services to Crown or a Crown affiliate pursuant to this Agreement (hereinafter, "Work Product"), shall be the sole and exclusive property of Crown and may be used by Crown for any purpose whatsoever without Lobbyist's consent and without obligation of any further compensation to Lobbyist and shall be delivered by Lobbyist to Crown upon Crown's request. Lobbyist shall not use any portion of the Work Product in any projects for any third party.

2. All computer software, including source and object code and associated documentation, as well as patents, copyrights and other intellectual property in any country covering inventions and information which was not developed by Lobbyist for Crown pursuant to this Agreement and is owned by Lobbyist shall be the sole and exclusive property of Lobbyist ("Lobbyist's Information").

3. Except as otherwise provided for herein, no license under any patent, copyright, proprietary or property right owned or controlled by Crown is granted herein, by implication or otherwise.

d. Further Acts. Lobbyist will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by Crown to evidence, transfer, vest or confirm Crown's right, title and interest in the Information and the Work Product.

e. Confidentiality

1. Lobbyist shall hold the Information in strict confidence, shall use such Information only for the purpose for which it is disclosed and in accordance with this Agreement, and shall not disclose such Information to any third party without Crown's prior express written approval, except that Lobbyist may disclose Information to its agents and employees and to Crown's agent (designated in writing by Crown), in each case, to the extent such parties need to know such Information to allow Lobbyist to fulfill its obligations under this Agreement. The Information and the Work Product shall remain the property of Crown, and no ownership right therein is transferred in any manner pursuant to this Agreement.

2. The confidentiality restrictions of this Agreement shall not apply to any Information: (i) lawfully received from another source free of restriction and without breach of this Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the Lobbyist at the time of disclosure; (iv) independently developed by the Lobbyist without reference or resort to the other party's Information; (v) disclosed pursuant to written consent of Crown; or (vi) is required by legal process or court order to be disclosed by the Lobbyist, provided that Lobbyist gives Crown prompt written notice of such requirement prior to such disclosure; provided, however, that Lobbyist shall have the burden of proving the applicability of any of the foregoing exceptions.

3. Lobbyist's obligation to protect the confidentiality of Information shall survive the expiration, termination or assignment of this Agreement for a period of two years; provided confidentiality relating to trade secrets shall survive for perpetuity, or for as long as the Information remains a trade secret under applicable law.

4. Lobbyist will neither adversely affect the reputation of Crown or Crown affiliates and their respective customers nor divert or solicit any of their respective customers on behalf of itself or any third party.

5. Because money damages would not be a sufficient remedy for a breach of this Agreement, Crown shall be entitled to obtain injunctive relief in addition to monetary damages if a breach were to occur.

Article 6. No Conflicting Obligations

a. **Other Agreements.** Lobbyist represents that its execution, delivery and performance of this Agreement shall not violate any other employment, nondisclosure, confidentiality, consulting or any other agreement to which Lobbyist is a party or by which it may be bound.

b. **Third-Party Confidential Information.** In addition to the Confidentiality provisions set forth in Article 5(e), Lobbyist shall not use, in the performance of the Services, or disclose to Crown or a Crown affiliate any confidential or proprietary information of any other party if such use or disclosure would violate any obligation or duty that Lobbyist owes to such other party.

Article 7. Priority

During the term of this Agreement, Lobbyist shall allocate all reasonable and necessary resources to perform the Services in an expedient manner until completion. Lobbyist acknowledges that time is of the essence in the performance of the Services under this Agreement.

Article 8. Indemnification and Insurance

Lobbyist will indemnify and hold Crown (and Crown's affiliates, including its agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Lobbyist's employees or agents) that is based upon: (a) Lobbyist's breach of this Agreement; (b) the conduct of Lobbyist's business; or (c) any negligent act or omission of Lobbyist. Crown will indemnify and hold Lobbyist (and Lobbyist's affiliates, including its agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Crown's employees or agents) that is based upon: (a) Crown's breach of this Agreement; (b) the conduct of Crown's business; or (c) any negligent act or omission of Crown. During the term of this Agreement and for so long as this Agreement remains in effect, Lobbyist, at its sole expense, shall maintain in effect at all times, and shall require its subcontractors (if any) to maintain in effect at all times, professional liability insurance with limits of not less than \$1 million per occurrence.

Article 9. Termination

- a. **Termination.** Lobbyist may terminate this Agreement upon Crown’s material breach of this Agreement, provided that: (a) Lobbyist delivers written notice to Crown describing the breach in reasonable detail; (b) Crown fails to cure the breach within twenty (20) days following its receipt thereof; and (c) following the expiration of the foregoing cure period, Lobbyist delivers a second written notice to Crown indicating Lobbyist’s desire to terminate this Agreement. This Agreement may be terminated by Crown at any time, with or without cause, upon written notice thereof to Lobbyist.
- b. **Survival.** Articles 3, 4, 5, and 8 (together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving termination of the Term) shall survive the termination of this Agreement.

Article 10. Notices

Any notice or other communication hereunder by either party shall be considered valid and sufficient if it: (a) refers to this Agreement; (b) is given in writing; and (c) is dispatched by (1) registered or certified mail, return receipt requested, postage prepaid in post office of the United States; (2) hand delivery; or (3) recognized overnight courier prepaid. Any party hereto may from time to time change such address by giving the other party notice of such change in accordance with this Article and any notice thereafter required to be given shall be sent to such new address. Notice shall be addressed as follows:

If to Crown:

Donald J. Reid
Associate General Counsel
Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057
(713) 570-3000

With a copy to:

Monica Gambino
Vice President, Legal
Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
(724) 416-2516

If to Lobbyist:

Gyata Kimmons
CEO and Founder
Ridge Strategy Group, LLC
1507 E. 53rd Street, Number 146
Chicago, Illinois 60615
(312) 790-6089

Article 11. Remedies

Crown and Lobbyist agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive or other equitable relief, including but not limited to specific performance of the terms of this Agreement without the necessity of posting bond.

Article 12. Assignment

Lobbyist may not assign this Agreement or the performance of the Services, in whole or in part, without the prior written consent of Crown, its parent, subsidiaries, joint ventures or affiliates. Crown, its parent entities, subsidiaries, joint ventures or affiliates may assign this Agreement or their respective rights thereunder to: (a) any corporation, partnership or joint venture resulting from any merger, consolidation or any other reorganization to which Crown, its parent entities, subsidiaries, joint ventures or affiliates are a party; (b) any corporation, partnership, association, business-type relationship or person to which Crown, its parent, subsidiaries, joint ventures or affiliates may transfer all, or substantially all, of the assets and business of Crown existing at such time; or (c) any parent entity, joint venture, affiliate or subsidiary of Crown. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Article 13. Personnel and Subcontractors

The terms and conditions of this Agreement shall be binding upon Lobbyist's employees, agents and affiliates.

During the course of the Agreement, the Lobbyist may engage subcontractors as may be required for the timely completion of this Agreement; provided, however, the approval of Crown must be obtained before Lobbyist engages any such subcontractors. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement shall remain with the Lobbyist.

Article 14. Waiver

No provision of this Agreement shall be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification shall be in writing and signed by the party against whom it is sought to enforce the waiver, amendment or modification.

It is further agreed between the parties that the waiver by either party of any of the covenants or representations contained in this Agreement shall be limited to the particular instance and shall not be deemed to waive any other breaches of such or any provision contained therein.

Article 15. Amendments

No amendment, waiver or discharge of any provision of this Agreement shall be effective unless made in writing specifically identifying this Agreement and the provision intended to be amended, waived or discharged and signed by Crown and Lobbyist. Any such amendment, waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

Article 16. Applicable Law

This Agreement shall be governed in all respects by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any rules governing conflicts of laws. The parties consent to exclusive venue and jurisdiction in Washington County, Pennsylvania, as to any cause of action relating to this Agreement.

Article 17. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law: (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible; (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof; and (c) any court or arbitrator having jurisdiction thereover shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

Article 18. Captions

The captions contained in this Agreement are included solely for convenience and shall be of no effect nor used in connection with the interpretation of this Agreement.

Article 19. Construction and Waiver

The parties hereto acknowledge and agree that this Agreement shall not be construed in favor of or against the author of this Agreement.

It is further agreed between the parties that a waiver by either party of any of the covenants or representations contained in this Agreement shall be limited to that particular instance, and shall not be deemed to waive any other breaches of such, or any other provisions contained herein.

As used in this Agreement, the term “including,” and any variation thereof, means “including without limitation.”

Article 20. Entire Agreement

This Agreement, including exhibits hereto, constitutes the entire agreement between Crown and Lobbyist with respect to the subject matters hereof, and all prior or contemporaneous oral or written communications, understandings or agreements between Crown and Lobbyist with respect to such subject matters are hereby superseded in their entireties.

Article 21. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CROWN CASTLE FIBER LLC

By: DocuSigned by:
Jonathan Hart
Name: Jonathan Hart
Title: Director, Government Affairs
Date: December 11, 2020

RIDGE STRATEGY GROUP, LLC

By: DocuSigned by:
Gyata Kimmons
Name: Gyata Kimmons
Title: CEO and Founder
Date: December 11, 2020

Exhibit A

Scope of Work

Crown has retained Lobbyist to provide, and Lobbyist has agreed to provide to Crown or a Crown affiliate the services described below. In addition to such services, Lobbyist agrees that it will be primarily responsible for identifying the Laws and other legal requirements of the jurisdiction applicable to such services and any other lobbying and related activities and to provide a summary of such requirements to Crown for each jurisdiction in which Lobbyist provides such services to Crown or a Crown affiliate. Lobbyist also agrees to provide copies of all lobbyist registrations and periodic governmental reports it completes as a result of the services provided to Crown or a Crown affiliate. Crown may hereafter request Lobbyist to provide additional services; provided, however, that any modifications to the services described below shall require written amendment to this Agreement pursuant to Article 15 of the Agreement.

Services:

Lobbyist shall, from time to time at Crown's authorization, perform lobbying activities before the local governmental entities in the City of Chicago and the state governmental entities in the State of Illinois relating to the deployment and siting of communications infrastructure on behalf of Crown or a Crown affiliate.

Exhibit B

Payment

Crown or a Crown affiliate will pay Lobbyist for the Services properly rendered in accordance with **Exhibit A** as follows:

Monthly Retainer

Crown or a Crown affiliate will pay Lobbyist for the Services rendered in accordance with **Exhibit A** at the rate of \$7,000 per month ("Monthly Retainer"). For the avoidance of doubt, Lobbyist shall not be entitled to payment of a Monthly Retainer with respect to any month in which Lobbyist does not perform the Services contemplated under this Agreement.

Expense Restriction

Lobbyist shall not provide anything of value (including entertainment or gifts) to, or for the benefit of, an elected or appointed official or government employee on behalf of Crown or directly in furtherance of Crown's interests without Crown's prior written approval.

Exhibit C

**Crown Castle Supplier Code of Conduct
Acknowledgement and Commitment**

Ridge Strategy Group, LLC ("Lobbyist") acknowledges that the Company and each of its and its subsidiaries' employees, representatives and agents are required to comply, in letter and spirit, with Crown Castle's Supplier Code of Conduct ("Code of Conduct") as in effect from time to time.

The Lobbyist acknowledges that failure to comply with the Code of Conduct may result in responsive action, including termination of the Crown Castle relationship or legal action.

RIDGE STRATEGY GROUP, LLC

DocuSigned by:
Gyata Kimmons
By: _____
30DD3DB0742346B
Name: Gyata Kimmons
Title: CEO and Founder

Date: December 11, 2020

Failure to read any of the Code of Conduct or to execute this acknowledgement does not exempt a Crown Castle vendor from its responsibility to comply with the Code of Conduct or any applicable law or regulation.

Certificate Of Completion

Envelope Id: CCC445402DAE42098B6DBFBEB0817FBF	Status: Sent
Subject: Please DocuSign: Ridge Strategy Group LLC_Crown Castle Fiber LLC - Lobbying Services Agreement ...	
Source Envelope:	
Document Pages: 11	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Sandra Resendez
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2000 Corporate Drive
	Canonsburg, PA 15317
	Sandra.Resendez@crowncastle.com
	IP Address: 50.232.230.90


Record Tracking

Status: Original	Holder: Sandra Resendez	Location: DocuSign
12/11/2020 12:10:29 PM	Sandra.Resendez@crowncastle.com	

Signer Events

Jonathan Hart
jonathan.hart@crowncastle.com
Director of Area Real Estate
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 8.20.92.226

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Signed: 12/11/2020 12:17:49 PM

Electronic Record and Signature Disclosure:

Accepted: 12/11/2020 12:15:14 PM
ID: f0c980db-a219-4c8c-97f8-42f9383cd92e

Gyata Kimmons
gyata@ridgestrategy.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signed: 12/11/2020 4:56:36 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Inge Pasman		Sent: 12/11/2020 4:56:38 PM
inge.pasman@crowncastle.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/11/2020 4:56:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle (“we”, “us” or “company”) is pleased to announce the use of DocuSign, Inc. (“DocuSign”) electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the “I agree” button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.