

CREIGHTON LODGE
CO-OWNERSHIP AGREEMENT

Exhibit A

THIS CO-OWNERSHIP AGREEMENT MADE EFFECTIVE JANUARY 1, 2017.

BETWEEN:

RURAL MUNICIPALITY OF COALFIELDS NO. 4, a body corporate,
of Bienfait, in the Province of Saskatchewan ("Coalfields");

AND

RURAL MUNICIPALITY OF ESTEVAN NO. 5, a body corporate,
of Estevan, in the Province of Saskatchewan ("Estevan");

AND

RURAL MUNICIPALITY OF CAMBRIA NO. 6, a body corporate,
of Torquay, in the Province of Saskatchewan ("Cambria");

AND

RURAL MUNICIPALITY OF BENSON NO. 35, a body corporate,
of Benson, in the Province of Saskatchewan ("Benson");

AND

RURAL MUNICIPALITY OF CYMRI NO. 36, a body corporate,
of Midale, in the Province of Saskatchewan ("Cymri");

(hereinafter collectively referred to as "the Owners")

WHEREAS the Rural Municipality of Estevan No. 5 holds bare legal title to the property known as "Creighton Lodge" being Block B, Plan AL5827, Surface Parcel Number 107422411; located at 1028 Hillcrest Drive, in the City of Estevan, in the Province of Saskatchewan ("Creighton Lodge") in trust for the Owners;

AND WHEREAS beneficial title to the Lodge is held by the Owners, with each of the Owners holding an equal share of the beneficial title to the Lodge;

WHEREAS Creighton Lodge is a Level 1 and Level 2 enriched seniors' living building providing rental suites as well as a staffed kitchen to provide meals to the residents at a reasonable cost; and

WHEREAS the Owners believe in the need for this facility in the region, and have been managing and promoting Creighton Lodge without a formal agreement since July of 2010 with great success; and

WHEREAS the desire for a formal agreement between the municipalities has produced this document to be known as the Creighton Lodge Co-ownership Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed, declared by, and among, the Owners as follows:

ARTICLE 1 - INTRODUCTION:

1.1 Mandate

It is the mandate of the Owners to strive to provide for the betterment of the health, security, nutrition, comfort and overall quality of life of the Creighton Lodge residents.

1.2 Definitions:

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

"Administrative Municipality" means the Rural Municipality of Estevan No. 5.

"Owner" means any one of the existing Owners or any other Owner admitted pursuant to the provisions of this Agreement, "Owners" means all of the current and any future Owners; and

"Person" means any individual, firm, corporation, partnership, joint venture, trustee or trust, government or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.



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ARTICLE 2 – OWNERSHIP OF CREIGHTON LODGE

2.1 Current Owners:

The Owners hereby acknowledge and agree that Estevan holds bare legal title to Creighton Lodge as a matter of convenience only and in trust for the Owners. Beneficial title to Creighton Lodge is held by each of the Owners in equal shares.

The Owners hereby agree to continue operating Creighton Lodge together as a community service for their ratepayers without a profit motive, subject to and in accordance with the terms of this Co-Ownership Agreement. Nothing in this Agreement is intended to, or shall be construed as creating a partnership, within the meaning of the *Partnership Act* (Saskatchewan) or otherwise, or a joint venture intended to generate revenues or profits for the Owners.

2.2 New Owners:

No municipality or other Person who is not an Owner shall be admitted as an Owner, except with the unanimous consent in writing of the existing Owners. It shall be a condition precedent of becoming an Owner that all new Owners shall become signatories to, and be bound by this Agreement.

ARTICLE 3 – FINANCIAL MATTERS

3.1 Financial Contributions:

- (a) A capital contribution in the sum of \$10.00 per capita shall be made by each Owner annually on or before the 1st day of April each year. The per capita amount will be determined by using each Owner's Statistics Canada Census population, and updating the per capita amount in each succeeding year that there is a new Statistics Canada Census population figure released;
- (b) The contributions by each of the Owners shall be credited to the "Creighton Lodge Trust Account."
- (c) All Owners will contribute their respective annual capital contribution fully and on time. In the event Creighton Lodge experiences an operating shortfall in the Creighton Lodge Accounts (defined *infra*), each of the Owners will contribute an equal amount of funds sufficient to remedy such operating shortfall in addition to the other financial contributions confirmed herein.

3.2 Financial Administration:

The Owners agree that administration of the Creighton Lodge Accounts shall be as follows:

- (a) Estevan, contributing this service to Creighton Lodge; shall be the Administrative Municipality to conduct the financial administration of Creighton Lodge on behalf of the Owners;
- (b) The Administrative Municipality shall appoint the Administrator (hereinafter called "the Financial Administrator") to carry out the financial administration of the Creighton Lodge Accounts;
- (c) The Financial Administrator shall attend the Creighton Lodge Management Committee meetings and present the Statement of Financial Activities to the Management Committee;
- (d) The Financial Administrator and the Reeve of the Administrative Municipality shall have signing authority of the banking documents and cheques of Creighton Lodge operating account;
- (e) The Administrative Municipality shall approve the payment of the bills of Creighton Lodge at its regular monthly meetings, and such approval shall not be unreasonably withheld.
- (f) The Creighton Lodge employees shall be provided employment benefits as determined by the Administrative Municipality, which shall endeavour to provide such benefits so that they are comparable to the employment benefits received by employees of the Administrative Municipality. All expenses related to such benefits shall be borne by Creighton Lodge and paid from the Creighton Lodge accounts.

3.3 Banking Arrangements:

Creighton Lodge funds will be held in one or more separate bank accounts from the bank accounts of the Owners (the "Creighton Lodge Accounts") and will not be commingled with those of any other person or entity.

3.4 Books and Records:

Complete and accurate books of account shall be kept at the office of the Administrative Municipality and shall show the condition of the Business and finances of Creighton Lodge. Each Owner shall have access to, and may inspect and copy, any part thereof.

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3.5 Major Capital Purchases

The Owners agree:

- (a) Major Capital purchases, including building renovations, with a value of more than two-thirds of the balance of the Creighton Lodge Accounts at the time of such purchase, must be approved by majority vote of the Owners.
- (b) Borrowing funds and/or mortgaging of Creighton Lodge may only transpire with the unanimous consent in writing of the Owners.

3.6 Receipts, Costs and Expenses:

In each Fiscal Year, all receipts, costs and expenses of Creighton Lodge shall be determined by the accountants of the Administrative Municipality at the end of each fiscal year.

3.7 Financial Statements:

Proper accounts shall be kept of all transactions of Creighton Lodge and at the end of each fiscal year or as soon thereafter as possible, a statement shall be prepared showing the income and expenses of the past year.

3.8 Borrowing and Retention of Contractors:

No Owner shall, without the previous consent in writing of the other Owners, borrow money on behalf of Creighton Lodge or hire any employee or subcontractor to perform services or provide materials to Creighton Lodge.

3.9 Payment of Obligations:

Each of the Owners shall punctually pay and discharge its separate debts, liabilities, obligations, duties and agreements whether at present or future and keep indemnified Creighton Lodge and the other Owners from all actions, proceedings, costs, claims and demands of every nature.

3.10 Indemnification:

All Owners shall be indemnified and held harmless to the extent possible by Creighton Lodge, the Creighton Lodge Accounts from and against any and all claims of any nature, whatsoever, arising out of an Owners' participation in Creighton Lodge affairs. An Owner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Owner or the breach by the Owner of any provisions of this Agreement.

3.11 Liability:

An Owner will not be liable to any other Owner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

ARTICLE 4 – MANAGEMENT

4.1 Management:

The general management, control and operation of Creighton Lodge is vested in the Creighton Lodge management committee (the "Management Committee"). Final authority, management and control of the business and affairs of Creighton Lodge shall be and hereby is vested in the Owners.

4.2 Management Committee:

The Owners agree that the representation on the Management Committee shall be as follows:

- (a) One representative appointed by the elected body of the Council of each Owner;
- (b) One representative may be appointed by the Council of the City of Estevan (the "City");
- (c) The Administrator of the Administrative Municipality appointed to facilitate the financial functions of Creighton Lodge;
- (c) The Lodge Manager appointed by a majority of the Management Committee;
- (d) The Operations Supervisor appointed by a majority of the Management Committee.

4.3 Standards of Management Committee Members:

The members of the Management Committee must meet the following standards:

- (a) Demonstrate a concern for the overall operations of Creighton Lodge;
- (b) Support the initiatives of Creighton Lodge and the Owners as they relate to the operations of Creighton Lodge and the past initiatives of the acquisition of the Creighton Lodge;
- (c) Administrative and/or management expertise.



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4.4 Actions of the Management Committee:

The Owners agree:

- (a) Each Owner shall be entitled to one vote at the Management Committee meetings;
- (b) The City shall be entitled to one vote at the Management Committee meetings;
- (c) The Administrator of the Administrative Municipality (unless appointed as the Administrative Municipality's representative on the Management Committee), the Lodge Manager and the Operations Supervisor shall not be entitled to vote at Management Committee meetings;
- (d) The members of the Management Committee shall appoint a Chair Person annually;
- (e) The Management Committee shall approve and keep current policies for the operations of Creighton Lodge;
- (f) The Management Committee is authorized to make all necessary decisions and approve all necessary expenditures relating to the day to day operations of Creighton Lodge;
- (f) The Management Committee shall set all salaries for all Creighton Lodge staff at the December meeting each year;
- (g) The Management Committee shall approve of the budget for Creighton Lodge no later than the March meeting of each year;
- (h) The Management Committee shall prepare a rental agreement for Creighton Lodge residents and shall approve of any changes prior to implementation;
- (i) The general upkeep, maintenance, and structural integrity of the properties of Creighton Lodge are the responsibility of the Management Committee, which shall communicate to the Owners any issues of major concern.

4.5 Place of Meeting:

Meetings of the Management Committee shall be held at the office of the R.M. of Estevan No. 5 located at 322 - 4th Street, Estevan, Saskatchewan, or at such other place as the Owners may, by unanimous agreement, determine.

4.6 Calling of Meetings:

Meetings of the Management Committee shall be held on the third Thursday of each month. Additional meetings or special meetings may be held from time to time at such time and on such day, on the written approval of all members the management committee, provided a minimum of 24 hours' notice is given of the date, time and location of such additional or special meeting and a quorum is present at such meeting(s).

4.7 Notice of Meetings:

Notice of a regularly scheduled meeting need not be given. If the date, time or place of a regularly scheduled meeting is changed, the Operations Supervisor shall give notice of the change by email or other valid means to any members of the Management Committee not present at the meeting at which the change was made at least 24 hours before the changed time of the meeting.

4.8 Voting:

All resolutions at every meeting are to be decided by the majority of the votes cast by members of the Management Committee present at the meeting. If there is an equal number of votes for and against a resolution, the resolution is defeated.

4.9 Quorum:

A quorum of the Management Committee is a majority of the Owners. No action or proceeding of the Management Committee is valid, that is adopted at any meeting at which a quorum is not present.

4.10 Attendance by Telephone or Other Electronic Means:

A member of the Management Committee may participate in a meeting of the Management Committee by telephone or other electronic communication facility that permits all persons participating in the meeting to hear each other, and a member participating in such a meeting by such means is deemed to be present at the meeting.

ARTICLE 5 – OPERATION OF CREIGHTON LODGE

5.1 Operation:

The Management Committee shall employ a Lodge Manager and Operations Supervisor for the operation of Creighton Lodge. The Lodge Manager and Operations Supervisor shall manage and supervise the kitchen staff, maintenance staff and evening and night building assistants.



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5.2 Authority:

The Lodge Manager and the Operations Supervisor shall report directly to the Management Committee on a monthly basis, unless urgency directs a need for more contact.

- (a) Day-to-day operational issues will be reported on an as needed basis to the Financial Administrator.
- (b) All Creighton Lodge staff shall report to either the Lodge Manager or the Operations Supervisor.

5.3 Duties of Lodge Manager:

The Owners hereby agree that the Lodge Manager shall be responsible for the following:

- (a) Strive to provide for the betterment of the health, security, nutrition, comfort and overall quality of life of the Creighton Lodge residents;
- (b) Conduct all hiring and termination of Creighton Lodge staff, as required, in consultation with the Operations Supervisor;
- (c) Report to the Management Committee with respect to any Creighton Lodge staff who is hired or fired;
- (d) Schedule all staff positions, volunteers, contractors and service vendors;
- (e) Maintain work records and all documents in an orderly and accessible manner, keeping confidentiality in mind, where necessary;
- (f) Provide recommendations to the Management Committee for salary increases for all Creighton Lodge staff prior to the December meeting each year;
- (g) Prepare a draft budget as soon as practicable at the beginning of each year for review and approval of the Management Committee;
- (h) Recommend rental increases from time to time to the Management Committee as it is deemed necessary;
- (i) Recommend changes to the rental agreement for consideration of the Management Committee as may be required from time to time;
- (j) Enter into a rental agreement with each new resident and sign the rental agreements on behalf of Creighton Lodge and present them to the Management Committee at the next meeting;
- (k) Deal with management issues as set out in the responsibilities listed for the Lodge Manager;
- (l) Provide leadership with respect to seeking financial support of Creighton Lodge initiatives in consultation with the Management Committee, including fundraising events and lotteries;
- (m) Prepare agendas and take minutes of the Management Committee meetings
- (n) Carry out any and all other duties and responsibilities as directed by the Management Committee or the Trust Committee.
- (o) Determine, record and collect revenues earned, code and prepare deposits and remit to the Financial Administrator;
- (p) Collect, verify and code invoices for goods and services received and remit to the Financial Administrator to ensure their payment in a timely fashion;

5.4 Duties of Operations Supervisor:

The Operations Supervisor is responsible for the following:

- (a) Work closely with the Lodge Manager;
- (b) Strive to provide for the betterment of the health, security, nutrition, comfort and overall quality of life of the Creighton Lodge residents
- (c) Deal with management issues as set out in the responsibilities listed for the Operations Supervisor or as directed by the Lodge Manager;
- (d) Carry out any and all other duties and responsibilities as directed by the Management Committee or the Trust Committee.

ARTICLE 6 – TRUST COMMITTEE

6.1 Trust Committee:

The purpose of the Trust Committee is to raise funds for the initiatives authorized by the Management Committee for capital improvements and quality of life improvements for the residents of Creighton Lodge.

6.2 Trust Committee Representation

The Owners agree that the representation on the Trust Committee shall be as follows:

- (a) One representative appointed by the elected body of the Council of each Owner;
- (b) One representative appointed by the elected body of the Council of the City;

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- (c) a maximum of five additional members-at-large who may be any person appointed by any Owner to be on the Trust Committee and approved by the Management Committee;
- (d) The Lodge Manager appointed by the Management Committee;
- (e) The Operations Supervisor appointed by the Management Committee.

6.3 Standards of Trust Committee Members:

The members of the Trust Committee must meet the following standards:

- (a) Demonstrate a concern for the overall operations of Creighton Lodge;
- (b) Support the initiatives of Creighton Lodge and the Owners as they relate to the operations of Creighton Lodge and the past initiatives of and the acquisition of Creighton Lodge;
- (c) Demonstrate a desire and willingness to raise funds for the improvement of Creighton Lodge.

6.4 Actions of the Trust Committee:

- (a) The powers of the Trust Committee may be exercised by resolution passed at a meeting of the Management Committee or by resolution consented to by the signatures of all of the Owners;
- (b) By consent of the Management committee, accounts may be set up for fund raising purposes for the Trust Committee, authorizing signing authority to at least two members of the Management Committee; with all transactions and bank statements forwarded to the Administrative Municipality monthly to be included in the financial statements of Creighton Lodge.

6.5 Meetings:

Meetings of the Trust Committee shall be held at the office of Creighton Lodge, located at 1028 Hillcrest Avenue, Estevan, Saskatchewan, or at such other place as the Owners may, by unanimous agreement, determine.

ARTICLE 7 – EXPULSION, RESIGNATION AND TERMINATION

7.1 General:

Except as unanimously agreed to in writing by the Owners, no Owner may sell, assign, convey, transfer, mortgage, charge or otherwise encumber all or any part of its share or interest in Creighton Lodge.

7.2 Expulsion

"Expulsion of an Owner" can occur by unanimous resolution of the remaining Owners, where it has been determined that the Owner being expelled:

- (a) Has engaged in wrongful conduct that adversely and materially affected the operations of Creighton Lodge;
- (b) Has willfully or persistently committed a material breach of this Agreement or of a duty owed to Creighton Lodge or the other Owners; or
- (c) Has engaged in conduct that makes it inadvisable or not reasonably practicable to carry on the operation of Creighton Lodge with the Owner who is being expelled;

7.3 Resignation

An Owner shall only be entitled to resign if the resigning Owner has given six (6) months' written notice of the intention to resign as an Owner and assign their beneficial ownership interest in Creighton Lodge to the other Owners. Such resignation will be effective six months after the date such written notice has been given to all of other Owners (the "Resignation Date"). Each of the Owners, including a resigning Owner, hereby irrevocably agrees that such resignation shall not absolve, release or discharge the resigning Owner from its share of any losses, damages, costs (including solicitor-client legal costs), expenses or other liabilities (collectively "Damages") arising from or in any way connected with circumstances that arose or occurred before the Resignation Date, even if such circumstances were not discovered by any of the Owners before the Resignation Date and even if such Damages continue to arise after the Resignation Date. However, the resigning Owner shall not be responsible to contribute to the payment of any Damages arising from circumstances that occur after the Resignation Date.

7.4 Term and Termination:

This Agreement shall bind the Owners as of the Effective Date and shall continue in force and effect at all times thereafter unless terminated by unanimous written resolution of the Owners, signed by all of the Owners.

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7.5 Determination of Assets:

In the event of the termination of this Agreement, a proper accounting shall be made of the capital and income accounts and the assets and liabilities of Creighton Lodge to the date of termination by the accountants for the Administrative Municipality. The assets of Creighton Lodge shall in a businesslike and orderly manner be liquidated and the proceeds of such liquidation shall then be distributed as follows, unless the Owners otherwise unanimously agree:

- (a) Firstly, to pay all costs, debts, expenses, liabilities and obligations of Creighton Lodge;
- (b) In the event that such liquidation proceeds shall not be sufficient to satisfy the liabilities of Creighton Lodge, each of the Owners shall contribute an equal share of such further funds as shall be necessary to satisfy in full, the liabilities of Creighton Lodge.
- (c) Any remaining assets shall be contributed for the health and social betterment of the ratepayers of the Owners, via a public project or projects in southeast Saskatchewan as agreed to by majority vote of the Owners.

7.6 Restraining Order upon Violation of Agreement:

In the event that any Owner shall at any time purport to transfer, charge or mortgage its interest or share, or any part thereof, in Creighton Lodge in violation of the provisions of this Agreement, then the other Owners shall, in addition to any rights and remedies which may be available to such Owners, at law or in equity, be entitled to a decree or order restraining or enjoining such transfer, charge or mortgage.

ARTICLE 8 – MEDIATION

8.1 Dispute Resolution:

In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within forty-five (45) days, then any or all outstanding issues may be submitted to non-binding mediation.

8.2 Mediator:

The Owners together will select a mediator who is acceptable to all Owners involved in the dispute. If such Owners are unable to select a neutral mediator within ten (10) days of commencing their efforts to select a mediator, a mediator employed by the Ministry of Justice who is unknown to all of the Owners involved in the dispute will be retained.

8.3 Mediation Costs:

The Owners further agree that the costs of mediation shall be shared equally by all Owners involved in the dispute and each such Owner will pay its own expenses of preparation and representation by counsel in the mediation.

8.4 Limitation Periods:

Nothing in this Article 8 shall prevent an Owner from commencing legal proceedings in order to avoid the expiry of a limitation period applicable or potentially applicable to the matter in dispute.

ARTICLE 9 – GENERAL

9.1 Headings:

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and shall not form part hereof and shall not be considered in the interpretation hereof. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

9.2 Notices:

Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party or a representative or officer of the party for whom it is intended, or mailed by certified or registered mail, postage prepaid, or by facsimile, addressed at such address to such officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the third business day following the date of mailing, or if delivered via facsimile, the business day following transmission.



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9.3 Governing Law:

The validity and interpretation of this Agreement shall be governed exclusively by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

9.4 Severability:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

9.5 Effective Date:

The effective date of this agreement shall be January 1, 2017.

9.6 Entire Agreement:

This Agreement embodies the entire and final agreement of the Owners with regard to Creighton Lodge and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Owners, except as herein expressly set out.

9.7 Amendments:

No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Owner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

9.8 Time:

Time is of the essence of this Agreement and of every part hereof.

9.9 Further Assurances:

The Owners, covenant and agree that each of them shall and will, upon reasonable request of the other Owners, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devises and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

9.10 Enurement:

This Agreement and the provisions hereof shall enure to the benefit of and shall be binding upon the Owner's successors, assigns, executors, administrators, beneficiaries and representatives.

9.11 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9.12 Legal Interest

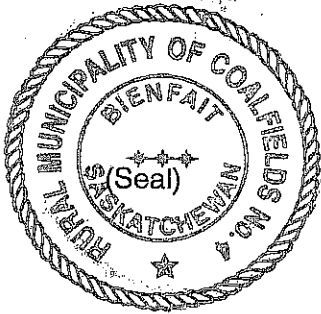
Either this Agreement in its entirety or an interest documenting the existence of this Agreement shall be registered as an interest on title to the Lodge to protect the interests of all Owners.

9.13 Survival

The Owners hereby acknowledge and agree that clauses 3.1, 3.5, 3.9, 3.10, 3.11, 7.5 and 8 of this Agreement shall survive the termination of this Agreement indefinitely.

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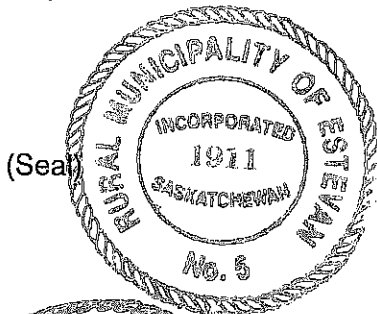
IN WITNESS WHEREOF each Owner has duly executed this Agreement by affixing its hand and seal on the date hereinafter set out, effective as of the Effective Date.



RURAL MUNICIPALITY OF COALFIELDS NO. 4

Per: Richard Tammin

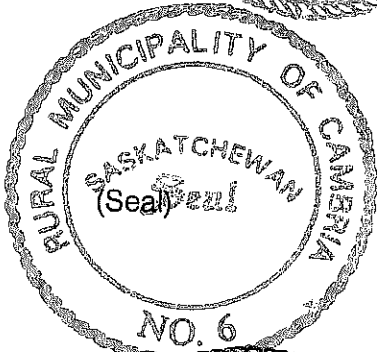
Per: Valerie Crossma



RURAL MUNICIPALITY OF ESTEVAN NO. 5

Per: [Signature]

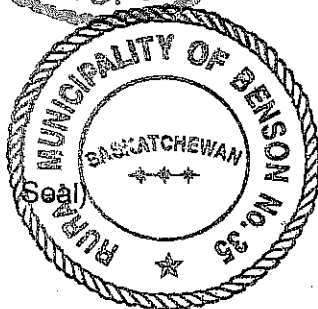
Per: [Signature]



RURAL MUNICIPALITY OF CAMBRIA NO. 6

Per: [Signature]

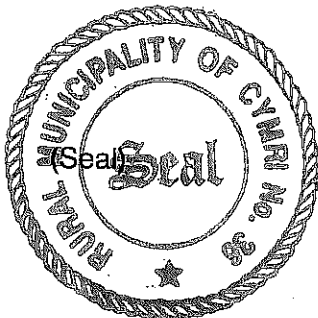
Per: [Signature]



RURAL MUNICIPALITY OF BENSON NO. 35

Per: [Signature]

Per: Lauren Keating



RURAL MUNICIPALITY OF CYMRI NO. 36

Per: [Signature]

Per: [Signature]

November 2016

This is a true certified copy of the original.

Dated this 20th day of April 2017

[Signature]