STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES Division of Boating and Ocean Recreation Honolulu, Hawaii 96819

April 25, 2025

Chairperson and Members Board of Land and Natural Resources State of Hawaii Honolulu, Hawaii

Land Board Members:

SUBJECT: Issuance of Revocable Permit to Cates Marine Services, LLC for

Equipment Staging and Storage, Mooring of vessels, Marine Salvage and Aquaculture purposes including Coral Propagation, Situated at Keehi Small Boat Harbor, Kalihi-Kai, Honolulu, Oahu, Hawaii, Tax Map Key: (1) 1-2-025:022 (por.), 023 (por.), 032 (por.),

038 (por.) and 043; And

Declare Project Exempt from Environmental Assessment Requirements of Chapter 343, Hawaii Revised Statutes and Title 11, Chapter 200.1, Hawaii Administrative Rules.

APPLICANT:

Cates Marine Services LLC (hereinafter the "Applicant") a Hawaii limited liability corporation, whose mailing address is 24 Sand Island Access Road, Box 27, Honolulu, HI 96819.

LEGAL REFERENCE:

Sections 171-13 and -55, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands situated at Keehi Small Boat Harbor, Honolulu, Island of Oahu, Hawaii, identified as Tax Map Key: (1) 1-2-025:022 (por.), 023 (por.), 038 (por.) and 043, hereinafter referred to as the "Premises" as shown in **Exhibits A-1 thru A-3.**

AREA:

Approximately 3,500 square feet of fast land (which includes a 1,000 square foot

building), as well as 7,000 square feet of submerged land.

ZONING:

State Land Use District: Urban and Conservation

City & County of Honolulu: I-2 Intensive Industrial District, I-3 Waterfront Industrial District

TRUST LAND STATUS:

Section 5(a) lands of the Hawaii Admission Act DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CURRENT USE STATUS:

Encumbered by Cates International, Inc., under Revocable Permit No. 1 which will expire on June 30, 2025, attached as **Exhibit B.**

CHARACTER OF USE:

Equipment staging and storage, mooring of vessel, marine salvage, and aquaculture purposes including coral propagation.

COMMENCEMENT DATE:

July 1, 2025.

MONTHLY RENTAL:

\$5,221.25, which is based on the approved action at the August 24, 2024 Board of Land and Natural Resources ("Board") meeting, under agenda Item J-1, which authorized a 5% rent increase for Fiscal Year 2025. Pursuant to the appraisal procured by staff from Brian Goto of The Benevente Group, rent for subsequent years, including Fiscal Year 2026, will increase annually by 3%.

SECURITY DEPOSIT:

\$10,442.50, which is twice the Monthly Rental.

DCCA VERIFICATION:

Place of business registration confirmed:	YES X	NO
Registered business name confirmed:	YES X	NO
Applicant in good standing confirmed:	YES X	NO

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with Section 11-200.1-15, Hawaii Administrative Rules (HAR) and the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to General Exemption Type 1, "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing," Part 1, Item No. 44, which states, "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."

REMARKS:

The Applicant has occupied the premises detailed in Revocable Permit ("RP") B-01-02 since 1998.

At its meeting on July 24, 2015, the Board approved the issuance of a Revocable Permit to Cates International, Inc. as RP No. 1.

Following the Board meeting held on June 28, 2024, under agenda item J-1, Continuation of Revocable Permits on the Islands of Oahu, Maui, Hawaii, and Kauai, it was brought to staff's attention that the character of use under RP No. 1 has changed.

The Applicant no longer uses the premises for docking of vessels used for transport to and from an open ocean fish farm and storage of feed in conjunction with fish farming activity located off Ewa Beach.

The Applicant's new character of use is "equipment staging and storage, mooring of a vessel, marine salvage, and aquaculture purposes including coral propagation."

As RP No. 1 is set to expire on June 30, 2025, staff will not pursue renewal of the existing permit, so that the new RP with updated character of use can be executed instead.

Staff acknowledges that while the parcel is not fully developed, it does have access to water and electricity. However, the absence of a sewage connection and the fact that the lot has not been officially subdivided present limitations that constrain potential site uses. In determining a fair market rental value, staff considered these limitations alongside the parcel's partial utility access and environmental factors, including coral propagation, marine salvage operations, and the site's critical role in supporting emergency services provided by the Applicant.

Due to the Applicant's use of a larger area of submerged lands than described in the existing RP, staff recalculated the rent for FY2026 using a rate of \$8.95 per square foot for fast lands and \$4.48 per square foot for submerged lands (50% of the fast land rate). These rates align with those used in the existing RP and are consistent with the Board's

approved action on August 24, 2024, under agenda Item J-1, which authorized a 5% rent increase for Fiscal Year 2025. Pursuant to the appraisal by Brian Goto of The Benevente Group, rents are scheduled to escalate by 3% annually beginning in FY2026, resulting in a revised annual rental amount of \$62,655.

The Applicant has not had a lease, permit, easement, or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

RECOMMENDATION:

That the Board:

- Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, Hawaii Administrative Rules, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
- Based on the submittal, testimony, and facts presented, staff recommends that the Board finds that approving the issuance of a Revocable Permit to the Applicant, including the conditions and rent as described in this staff submittal, will serve the best interest of the State.
- 3. Approve the issuance of a Revocable Permit to Cates Marine Services LLC at Keehi Small Boat Harbor under the terms and conditions cited above commencing July 1, 2025, which are by this reference, incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current Revocable Permit form, as may be amended from time to time;
 - b. Review and approval by the Department of the Attorney General; and
 - c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Meghan Stall

Respectfully Submitted,

MEGHAN L. STATTS, Administrator Division of Boating & Ocean Recreation

APPROVED FOR SUBMITTAL:

DAMAN C CHANC Chairean

DAWN N.S. CHANG, Chairperson Board of Land and Natural Resources

Attachments:

Exhibit A-1 Location on Oahu Exhibit A-2 Location of Premises

Exhibit A-3 New Revocable Permit Area Exhibit B Revocable Permit No. 1

Exhibit A-1

Location On Oahu



Exhibit A-1

Exhibit A-2

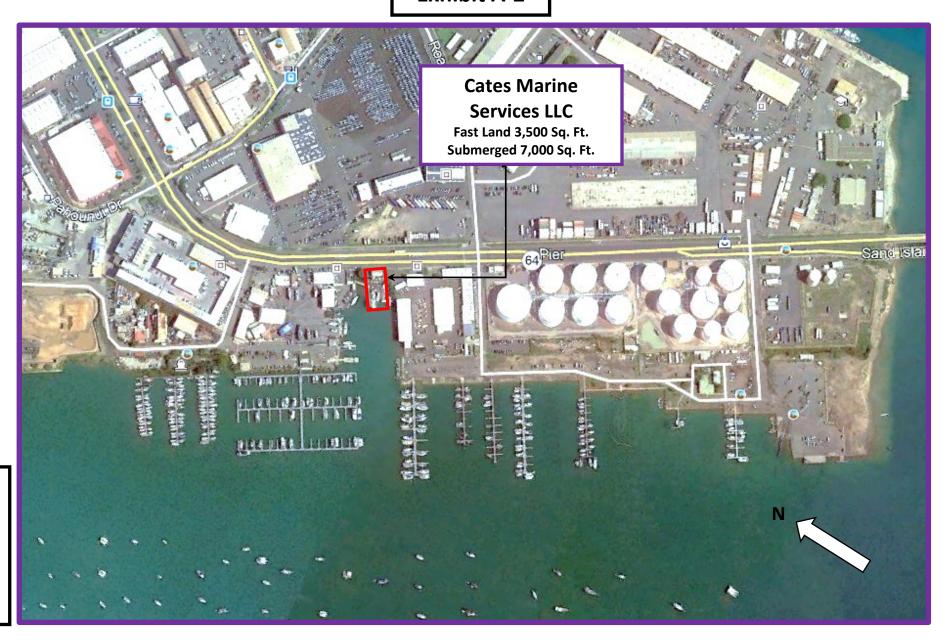


Exhibit A-2

Exhibit A-3

Cates Marine Services, LLC 3,500 sf Fast Land (1,000 sf bldg) 7,000 sf Submerged Land



Exhibit B

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF BOATING AND OCEAN RECREATION

REVOCABLE PERMIT NO. 1

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this
day of , 20 , (the Permit is a continuation
pursuant to HRS sec. 171-55 of Revocable Permit No. B-01-02 effective December 1.
2001), by and between the STATE OF HAWAII, hereinafter referred to as the "State." by
its Board of Land and Natural Resources, hereinafter called the "Board," and CATES
INTERNATIONAL, INC., a Hawaii corporation, hereinafter called the "Permittee." whose
mailing address is 24 Sand Island Access Road, #27, Honolulu, Hawaii 96819. The
parties agree that commencing on the 1 st day of July, 2015, ("commencement date"),
Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to
section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any
improvements located thereupon) situate at Keehi Small Boat Harbor, Island of Oahu,
Hawaii, tax map key no. (1) 1-2-025:043, as indicated on the map attached hereto as
Exhibit "A," and made a part hereof, containing an approximate area of 3500 square
feet of fast lands which includes a 1000 square foot building and 1800 square feet of
submerged lands, as indicated on the map attached hereto as Exhibit "B." and made a
part hereof, which parcels are hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

- A. The Permittee shall:
 - Occupy and use the Premises for the following specified purposes only:
 - Staging area, docking of vessel (used for transport to and from open ocean fish farm) and storage of feed in conjunction with fish farming activity located off Ewa Beach. The Permittee may also occupy and use the Premises for any other uses permitted under applicable county zoning, subject to the prior approval of the Chairperson of the Board and the Permittee's compliance with Chapter 343, Hawaii Revised Statutes.
 - 2. Pay, at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawai'i 96819, monthly rent in the sum of SIX HUNDRED FOUR AND 34/100 DOLLARS (\$604.34) payable in advance by the first of each and every month.

The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.

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Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

- 3. Upon execution of this Permit, deposit with the Board an amount equal to two times the monthly rental stated above in paragraph 2, as security for the faithful performance of all of these terms and conditions. The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.
- 4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
- 5. Give the Board twenty-five (25) calendar days notice, in writing, before vacating the Premises.
- 6. Pay all real property taxes assessed against the Premises from the commencement date of this Permit.
- 7. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Premises be made accessible to

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persons with disabilities; and, release and indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

- 8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
- 9. Obtain the prior written consent of the Board before making any major improvements.
- 10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
- 11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
- 12. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
- 13. At all times with respect to the Premises, use due care for public safety.
- 14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy of the policy or other documentation required by the State shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a policy(s) or other documentation required by the State showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the State on deposit during the entire Permit term, and furnish a like policy(s) or other documentation required by the State upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the State. The State may at any time require the

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Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or other documentation required by the State thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit nor to release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

The insurance policy(s) or other documentation required by the State shall be mailed to:

State of Hawaii
Department of Land and Natural Resources
Division of Boating and Ocean Recreation
4 Sand Island Access Road
Honolulu, Hawaii 96819

- 15. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
- 16. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.

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B. Additional Conditions:

- 1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.
- 2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
- 3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
- 4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
- 5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
- 6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee

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shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.

- 7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.
- 8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
- 9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
- 10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
- 11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
- 12. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

Permittee agrees to release, indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless



from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

For the purpose of this Permit "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

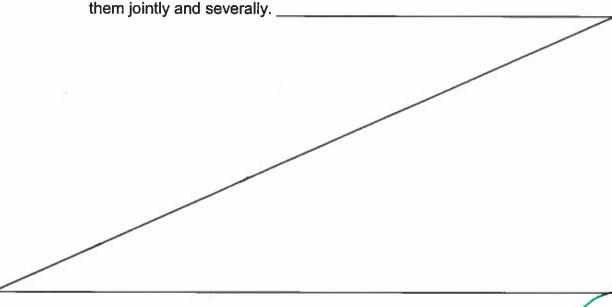
- 13. Prior to termination or revocation of the subject Permit, Permittee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the DLNR. Failure to comply with the provisions of this paragraph shall not extend the term of this Permit or automatically prevent termination or revocation of the Permit. The Board, at its sole option, may refuse to approve termination or revocation unless this evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Permittee does not do so, arrange for performance of the provisions of this paragraph, all costs and expenses of such performance to be charged to and paid by Permittee.
- 14. Permittee shall release, indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, officers, or invitees under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
- 15. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, real property taxes, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.

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- 16. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above. Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.
- 17. The Permittee shall be responsible for providing utility service to and at the Premises.
- 18. The Permittee shall comply with the fire protection standards as outlined by the National Fire Protection Association, Inc.'s edition of NFPA 303, and with the Uniform Fire Code, State of Hawaii, as may be amended. Compliance with the fire prevention standards shall be determined on an annual basis by an inspection of the City and County of Honolulu Fire Department. A report of the inspection shall be provided to the State and shall be kept on file.
- 19. The Permittee shall be in compliance with Chapter 343, Hawaii Revised Statutes.
- 20. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally





IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

Ву_

SUZANNE D. CASE

Chairperson of the Board of Land and Natural Resources

Approved by the Board of Land and Natural Resources at its meeting held on July 24, 2015, as amended.

STATE

CATES INTERNATIONAL, INC., a Hawaii corporation

APPROVED AS TO FORM:

THE H CHIMA

Deputy Attorney General

Dated: \\\\\ 2+, 2

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And by _____

Its

PERMITTEE



STATE OF HAWAII)) SS. COUNTY OF)	
On this And day of Seplember, 2011, before me personally appeare and, to me personally known who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.	1,
Notary Public, State of Hawaii	
ALONU B FOLAND My commission expires: Dolober 22	78
OF HAWAMININ	,
MOTARY RUBLIG GERTIFICATION Gloria B Poland Description Description No. 06-648 All Looi Pages Lotary Signature Date Lotary Signature NOTARY RUBLIG GERTIFICATION Lotary Signature Date Lotary Signature Date Date Lotary Signature	-16



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