

EXCLUSIVE REPRESENTATION AGREEMENT

This Exclusive Representation Agreement ("Agreement") is entered into by and between **Lake County, Florida**, ("Owner" or "County") a political subdivision of the State of Florida, and **EcoCredit Marketing, LLC**, ("Representative" or "Contractor") a foreign limited liability company, authorized to do business in the State of Florida, with a mailing address of 614 East Highway 50, #254, Clermont, Florida 34711.

WHEREAS, Owner owns (and/or is in the process of acquiring) Blackwater Creek Mitigation Bank ("Bank"), an environmental mitigation bank permitted according to the rules and regulations of the State of Florida (the, "Regulations"); and

WHEREAS, under the Regulations, Owner is permitted (and/or is in the process of becoming permitted) to sell state wetland mitigation credits ("Credits") possessed by Bank; and

WHEREAS, Lake County publicly submitted a Request for Information seeking firms or individuals qualified to provide Mitigation Bank Management Services to Lake County (RFI # 22-601); and

WHEREAS, Owner wishes to engage Representative for the purpose of exclusively marketing and assisting Owner in selling the Credits; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein, it is hereby agreed as follows:

1. Grant of Right to Sell Credits on Behalf of Owner. Owner grants to Representative an exclusive right to market and identify buyers of Credits as they are made available for sale by Owner. Owner shall inform Representative when Credits are available for sale pursuant to the Regulations.
2. Term. The term of this Agreement shall begin on the date executed by the last party to do so and shall be effective for an initial period of one (1) year. This Agreement shall renew automatically each year for an additional one (1) year period, unless either party provides ninety (90) days' written notice prior to the expiration of this Agreement of that party's intention not to renew.
3. Compensation. Upon each sale of Credits, Owner shall pay Representative its earned sales commission minus any advanced payment for the calendar year (if applicable). Commission is set forth in **Exhibit A, Sales Commission**, which is attached hereto and incorporated herein. Commission shall be paid after the closing of a sale in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. "Closing of a sale" means a buyer's funds have been irrevocably deposited into Owner's bank account or buyer has executed a promissory note to purchase said Credits which has been approved by County.
4. Scope of Services. On the terms and conditions set forth in this Agreement, Owner hereby engages Representative to complete the service in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit B, Scope of Services**. Representative shall actively engage in a variety of activities to market the Credits. These sales activities are set forth in **Exhibit C, Representative Activities**, which is attached hereto and incorporated herein. Representative shall also provide other services to Owner as set forth in **Exhibit C**.

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5. Agreement. Any additional services outside the activities listed in this Agreement including Exhibits will require a separate contract.

6. Price Schedule for Credits. Owner shall provide Representative with a price schedule for Credits at least thirty (30) days prior to the release of Credits for sale. Owner retains the right to modify the price schedule from the time at Owner's sole option. Owner shall provide Representative 30-dy's prior notice of any modifications to the price schedule. Representative shall not market or offer the Credits for sale at a price lower than that set forth in the price schedule without the prior consent of Owner.

7. No Binding Authority. Representative has no authority to bind the Owner to any contract of liability. Owner shall not be obligated in any fashion to sell Credits until a proposed sale contract is presented to Owner, in writing, and the sale contract is signed by Owner.

8. Termination. Either party may terminate this Agreement for cause after giving written notice and thirty (30) days opportunity for the party in default to cure the default. Either party may terminate the Agreement for convenience upon ninety (90) days written notice. In the event of a termination for convenience, neither party shall be entitled to lost profits, lost opportunity costs, or any type of special, indirect, or consequential damages.

"Cause" for the purpose of this Agreement is defined as (i) Owner failing to pay Representative when payment is due, or (ii) either party breaching a term or covenant of this Agreement that is not cured within ten (10) business days' notice of such breach. In addition, any individual, corporation, or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five years. County may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

9. Rights of Representative to Sales Commissions Post Expiration or Termination of Agreement. At the time of expiration or termination of this Agreement, Representative and Owner shall agree upon a list of "Bona Fide Prospects" that the Representative has developed or maintained during the previous six (6) months. "Bona Fide Prospects" means entities involved with projects that need Credits and to which Representative has contacted on behalf of Owner, as reflected by the Representative's internal notes and reports. Representative shall be entitled to sales commissions in accordance with this Agreement on any sales of Credits made to Bona Fide Prospects by Owner within six (6) months of termination or expiration of this Agreement.

10. Representative's Sale of Mitigation Credits in Owner's Mitigation Service Area. During the term of this Agreement, within Owner's permitted mitigation service area as defined by the Regulations, Representative shall only offer for sale, sell, or accept commissions from the sale of mitigation Credits of Owner, unless Owner has already exhausted its available Credits.

11. Linear Projects. The Sale of Owner's Credits in linear projects or projects with impact outside Owner's service area are permitted under this Agreement if approved by the respective regulatory agencies. Representative shall be entitled to receive its commission regardless of whether the sale is inside or outside Owner's service area.

12. Governing Law and Jurisdiction. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any suit or action arising out of or in connection with this Agreement of any breach of this Agreement must be brought and maintained in Lake County, Florida. Representative hereby irrevocably submits to the jurisdiction of those courts for the purpose of any action under this Agreement and expressly and irrevocably waives any objection to venue and any claims regarding an inconvenient forum. Representative will at all times comply with all Federal, State and local laws, rules and regulations.

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13. Notices. Notices given under this Agreement shall be sent by recognized overnight courier and/or by registered mail, postage prepaid, as follows:

If to Owner:

Lake County Administration Building
Attention: County Manager
315 W Main Street
Tavares, FL 32778

If to Representative:

EcoCredit Marketing, Inc.
Attn: Ms. Ronda Kae Hovater
614 East Highway 50, #254
Clermont, FL 34711

With a copy to:

County Attorney
315 W Main Street
Tavares, FL 32778

14. Independent Contractor. Representative shall perform its service as an independent contractor.

15. Insurance. Representative shall maintain at all times during the term of this Agreement insurance coverage acceptable to the County. Current insurance certificate covering Representative is attached hereto and incorporated herein as **Exhibit D, Insurance Certificate.**

16. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by Representative for or on behalf of the County will be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Representative's office or facility. The Representative will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the Representative will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County's Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, Representative will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the County to perform the services identified herein.

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Representative does not transfer the records to the County.

iv. Upon completion of the contract, Representative may transfer, at no cost, to the County all public records in possession of the Representative or keep and maintain public records required by the County to perform the service. If Representative transfers all public records to the County upon completion of the Agreement, Representative will destroy any duplicate public

records that are exempt, or confidential and exempt, from public records disclosure requirements. If Representative keeps and maintains public records upon completion of the Agreement, Representative will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

C. IF REPRESENTATIVE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, Representative shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Representative receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, Representative shall continue to maintain all service records until final resolution of the dispute or litigation.

17. Right to Audit. The County reserves the right to require the Representative to submit to an audit by any auditor of the County's choosing. Representative shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Representative agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

18. Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments will be made within one year following the end of the agreement.

19. Public Entity Crimes: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. Conflict of Interest: Representative agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Representative hereby certifies that no officer, agent, or employee of the County has any material interest either directly or indirectly in the business of Representative conducted here and that no

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such person will have any such interest at any time during the term of this Agreement unless approved by the County.

21. Headings. The headings contained in the Agreement are provided for ease of reference purposes only and shall not be construed as defining or restricting the content of the language that follows.

22. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by a written instrument executed by both parties.

23. Assignment. No party may assign this Agreement without the prior written consent of the other part except to an entity under common control with the assigning party; provided, however, Owner may assign this contract in connection with a sale of all or substantially all of its assets.

24. Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

25. Waiver. No failure or delay by either party in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any other power or right preclude any other or further exercise, or the exercise of any other power or right.

26. Attorney's Fees and Costs. In the event that Representative is required to bring an action in connection with the performance, breach, or interpretation of this Agreement, the prevailing party in that action shall be entitled to recover from the losing party all reasonable costs and expenses of litigation, including reasonable attorney's fees, court costs, costs of investigation, accounting, and other costs reasonably related to the litigation in both the trial and appellate courts.

27. Severability. In any term, covenant, condition, or provision of this Agreement, or the application of this Agreement to any person or circumstance, shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by the invalidity or unenforceability, and the terms, covenants, and conditions of this agreement shall be valid and enforced to the full extent permitted by law unless to do so would violate the objective intent of the parties.

28. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This Agreement contains the following exhibits, all of which are incorporated herein:

- Exhibit A – Sales Commission
- Exhibit B – Scope of Services
- Exhibit C – Representative Activities
- Exhibit D – Insurance Certificate

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IN WITNESS WHEREOF, the parties through their authorized representative have signed this Agreement on the date under each signature:

REPRESENTATIVE

ECOCREDIT MARKETING, LLC.

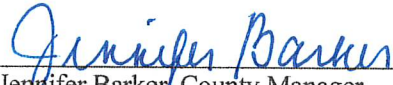


Kae Hovater, President

This 2nd day of August, 2022.

OWNER

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its County Manager



Jennifer Barker, County Manager

This 8 day of August, 2022.

Approved as to form and legality:



Melanie Marsh, County Attorney

EXHIBIT A
Sales Commission

A. Owner shall pay Representative a sales commission of five percent (5%) of gross sales proceeds received at, and within ten (10) days of, closing through the sale of Credits under this Agreement.

During the length of this Agreement, Representative will handle all paperwork and correspondence necessary to facilitate the sale of Credits and the transfer of Credits for Owner. This includes drafting all letters of reservation, entering details (e.g., buyer name, sale price, closing date, etc.) within Owner's preferred contracts, and handling all correspondence regarding Credit transfers between the buyer and the reviewing regulatory agency personnel. Representative may provide form contracts that Owner may elect to use or modify in its discretion. This does not include any check-writing, escrow services, or distribution of funds, but Representative will coordinate with Owner's respective financial representative.

B. In the event Owner grants terms and holds a promissory note and or other security agreement in exchange for the sale of Credits, Representative's sales commission remains due within ten (10) days as calculated based on the full purchase price.

C. In the event that a sale is cancelled after a nonrefundable deposit has been collected and no Credits are transferred, Representative is entitled to 25% of the deposit collected, but in no event more than the sales commission that Representative would have been due had the sale closed.

D. Representative shall bear all of its own costs associated with marketing and identifying buyers of the Credits, including but not limited to advertising, travel, and any per diem.

EXHIBIT B
Scope of Services

1. Contractor Requirements

CONTRACTOR SHALL:

- 1.1. Represent the County's interest in the Blackwater Creek Mitigation Bank, an environmental mitigation bank permitted according to the rules and regulations of the State of Florida.
 - 1.1.1. County is permitted to sell state wetlands mitigation credits it possesses per State of Florida Regulations.
 - 1.1.2. Represent the County at FDOT and permitting agency meetings related to annual transportation mitigation plan development.
 - 1.1.3. Coordinate meetings with developers and consultants in the mitigation services area representing the County's interests.
 - 1.1.4. County is not obligated to sell credits until a proposed contract is executed.
 - 1.2. Market state and/or federal wetland mitigation credits.
 - 1.3. Assist in the sale of state and/or federal wetland mitigation credits.
 - 1.3.1. Offer for sale, sell, or accept commissions from the sale of mitigation credits County owns unless credits have already been exhausted.
 - 1.3.2. Handle all correspondences with regulatory agencies, buyers, stakeholders, financial institutions, and the County.
 - 1.4. Identify highest and best market value of credits considered.
 - 1.5. Identify qualified buyers maximizing sales price.
 - 1.5.1. Structure sales with nonrefundable deposits.
 - 1.5.1.1. Contractor to receive twenty-five percent of failed sales.
 - 1.6. Prepare and process all documents within the rules and regulations of the State of Florida.
 - 1.6.1. Assist in the transfer process as needed.
 - 1.7. Bear all costs associated with marketing and identifying buyers including but not limited to advertising, travel, per diem, technology, and office supplies.
 - 1.8. Provide a spreadsheet documenting credit sales leads on a quarterly basis.
 - 1.9. Provide a list of bona fide prospects within ten calendar days of contract termination.
2. County Requirements
- 2.1. Notify Contractor of available credits.
 - 2.2. Cooperate in executing sale documents.
 - 2.3. Pay Contractor the negotiated commission rate in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

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- 2.4. Pay commission on any sales from bona fide prospects list provided by Contractor for ninety calendar days after contract termination.

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EXHIBIT C
Representative Activities

Representative's sales activities shall include the following:

A. TRADE SHOWS AND CONFERENCES

Representative will participate in trade shows and conferences throughout the year. Information regarding the Mitigation Bank will be displayed on Representative's booth at all shows and conferences in which Representative participates. The opportunity may arise for an Owner's representative to participate as a panelist for one or more of these conferences.

B. DIRECT MAIL CAMPAIGN

Representative maintains a vast network of attorneys, engineers, environmental consultants and permitting agency personnel. Representative communicates with these entities through monthly newsletters. Information regarding Credit availability for the Mitigation Bank will be included in these communications.

C. SALES CALLS

When Representative is approached by a potential buyer of Credits, or Representative identifies a potential buyer of Credits through its marketing efforts and other activities, Representative shall initiate sales calls for selling Credits.

D. INDUSTRY UPDATES

Representative actively participates in various associations within the industry. Each bank will be kept abreast of industry trends and legislative changes that could affect the industry.

E. CUSTOMIZED MARKETING PLAN

Representative will implement, with the mitigation Bank's involvement and concurrence, a marketing and business development plan specific to the Bank. This plan will include, but is not limited to the following elements:

- Setting of measurable marketing goals.
- Coordinating the development of marketing materials for the Mitigation Bank.
- Developing and assisting in the transfer process of Credits.
- Representing the Mitigation Bank at FDOT and permitting agency meetings relating to annual transportation mitigation plan developments.
- Identifying and coordinating meetings with key developers and consultants in the mitigation service area.

F. REPORTING

Representative will maintain a spreadsheet documenting Credit sales lead identified through its marketing efforts and other activities. Representative will provide a copy of the report to the Owner on a quarterly basis.

EXHIBIT D
Insurance Certificate

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/27/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713		CONTACT NAME: Jarrod Schleusner PHONE (A/C, No, Ext): E-MAIL: jarrod.schleusner@m3ins.com ADDRESS:				
INSURED Mitigation Investment Holdings LLC and their subsidiaries 248 Southwoods Centre Columbia IL 62236		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty of INSURER B: Charter Oak Fire Insurance Com INSURER C: The Travelers Indemnity Co. of INSURER D: Markel Insurance Company INSURER E: INSURER F:		NAIC # 25674 25615 25682		
COVERAGES		CERTIFICATE NUMBER: 1275976455		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NBR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P6601S132127TIL21	4/3/2022	4/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA1S140084	4/3/2022	4/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ n		GUP1S136561	4/3/2022	4/3/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB1S132730	4/3/2022	4/3/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Pollution Liability		MKLV3ENV102481	4/3/2022	4/3/2023	1,000,000 Each 3,000,000 Agg.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Office space leased at 3 Deer Run Trail, Clancy, MT 59634						
CERTIFICATE HOLDER				CANCELLATION		
SAMPLE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		