

**WAITE PARK AMPHITHEATER “THE LEDGE” USE AGREEMENT  
POURING RIGHTS**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2021, between City of Waite Park (“the City”), located at 19 13<sup>th</sup> Ave N, Waite Park, MN 56387, and Chas A. Bernick, Incorporated, (“Bernick’s”), a Minnesota corporation of 801 Sundial Drive, Waite Park, MN 56387 (collectively “the Parties”).

**RECITALS**

- A. WHEREAS, the City is a Statutory City organized under Minnesota Statute Chapter 412, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and
- B. WHEREAS, the City is in the final stages of constructing The Ledge, Waite Park Amphitheater, (“The Ledge”), on City-owned real property located at 1700 Parkway Drive, Waite Park, MN 56387 (the “Property”); and
- C. WHEREAS, pursuant to 2018 Laws of Minnesota, Chapter 214, Art. 1, Section 21, Subdivision 30, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of redeveloping a former quarry site on the Property as a regional park, including the construction, establishment and equipment of The Ledge amphitheater thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the Waite Park Amphitheater – Former Quarry Redevelopment Project, SPAP 18-0025-P-FY18, dated May 30, 2018 (the “State Grant Agreement”); and
- D. WHEREAS, under the provisions of Minnesota Statutes, Sections 471.15 to 471.191, the City is authorized to redevelop the Property as a regional park and construct an amphitheater thereon, and to thereafter expend funds for the operation and maintenance of the regional park and amphitheater and the operation of the Governmental Program (as defined in the State Grant Agreement) as a part of its program of public recreation, and to directly operate such program; and
- E. WHEREAS, the City entered into that certain Amphitheater Use Agreement with New West Presentations, Inc. and Mammoth, Inc. dated December 12, 2019, for the scheduling, operation, and production of music and entertainment events by traveling artists at The Ledge (the “Operator Agreement”); and
- F. WHEREAS, the total cost to construct the Project with the additional amenities the City plans to provide is likely to exceed \$12 million, and the City is seeking to raise third-party funds to assist in the financing of that portion of the construction of The Ledge that exceeds the \$5 million State Grant and the \$5 million City match; and

- G. WHEREAS, the City believes contributions to The Ledge can be solicited by granting donor recognition in the form of exclusive pouring rights to provide beverages at the facility along with certain other rights and recognitions; and
- H. WHEREAS, the City has determined that Bernick's possesses the resources to assist the City in carrying out the Governmental Program by supporting the Governmental Program financially; and
- I. WHEREAS, the City believes adequate funding and support of The Ledge will encourage economic development of the City and promote tourism for the betterment of the Waite Park community; and
- J. WHEREAS, Bernick's desires to contribute two hundred fifty thousand dollars (\$250,000) to support the construction of The Ledge; and
- K. WHEREAS, in consideration of Bernick's' \$250,000 contribution, the City desires to provide Bernick's with certain rights and exclusive recognition, including the provision of certain beverages, as outlined in Exhibit A attached hereto and incorporated herein (the "Exclusive Products List") and other exclusive Signage Rights and Sponsorships rights as more particularly described herein.

NOW, THEREFORE, the City and Bernick's, in consideration of the mutual promises and covenants set forth herein, do hereby agree as follows:

### **AGREEMENT**

1. Payments. Bernick's agrees to pay to the City the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to assist in the financing of the construction of The Ledge Amphitheater facility, as provided and subject to the terms and conditions herein. City shall use this payment solely to pay the principal, interest, redemption premiums, and other expenses when due on debt related to the Property other than the State Grant, specifically including its construction line of credit with Falcon National Bank in the amount of \$350,000 dated as of \_\_\_\_\_, 2021 issued to fund construction of the Project, all in accordance with Minn. State. § 16A.695 and The Fourth Order Amending Order of Commissioner of Finance: Related to Use and Sale of State Bond Financed Property ("Commissioner's Order").
2. Payment Terms. Upon execution of this Agreement, Bernick's will pay the City \$250,000.

3. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
  - a. Resolution of Bernick's authorizing body approving the terms and conditions of this Agreement;
  - b. Resolution of the Waite Park City Council authorizing the approval of the terms and conditions of this Agreement;
  - c. A favorable written opinion of Waite Park legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget ("MMB") have been received by the City to move forward with this Agreement.
  
4. Exclusive Rights. In recognition of Bernick's' contributions to the funding of The Ledge, the City hereby grants to Bernick's the following rights and exclusive recognitions:
  - a. Pouring Rights. The City hereby agrees Bernick's will have the right of first refusal to supply any and all beverage needs in any and all categories to be sold or provided by the City or any third party, including any concessionaire, caterer, or other food provider, on the Ledge property, subject to the exceptions found in the following:
    - i. National Event Backstage and Catering. Catering and any other backstage service of beverages, in conjunction with the performance of national events managed by New West, Inc. or future operators; and
    - ii. Special Community Events. Sales of beverages in conjunction with a City-sponsored community event (limited to 4 per year) focusing on food and/or beverage consumption shall have a minimum of 60% Bernick's sellable products at such event.
    - iii. Beverages Not Offered: If Bernick's does not offer a comparable product in a particular category or does not have the ability to secure the requested beverage or a comparable product in a reasonable amount of time, sellers may secure that beverage from another supplier.
  - i. Annual Price Increase: Determined by the market rate as communicated through PepsiCo's national pricing. New pricing will be submitted to The Ledge/City of Waite Park prior to April 1 during each year of this agreement (the "Annual Price"). Notwithstanding the foregoing, the Annual Price may be increased at any time during the year if there are any

occurrences, facts, circumstances, events, political or economic conditions, or changes in applicable laws which would have an effect on Bernick's product costs.

- b. Signage Recognition. The City hereby agrees Bernick's will have the exclusive right to be named on signage in relation to beverage service and other sponsorship recognition signs, as determined by the City. The City agrees it shall not grant pouring or signage rights to any other beverage wholesaler or manufacturer.
- 5. Beverage Dispensers. Bernick's will provide the Ledge with all equipment for the displaying, dispensing, and storage of beverages in concession stands, back of house, and mobile food cart, as outlined in Exhibit B which is attached and incorporated ("Initial Equipment List"). All equipment will remain the sole property of Bernick's. City will use its best efforts to keep the equipment in clean and sanitary condition, free of all advertising or other materials. City agrees to notify Bernick's of the need for repairs or servicing within 24 hours of knowledge of problem, and to fully cooperate with Bernick's personnel in effecting such necessary repairs and servicing, including without limitation providing timely access to City premises for such purposes. Bernick's will repair or replace any equipment at the Ledge at its own cost for the first five years of this Agreement. City agrees to negotiate with Bernick's any request for additional equipment due to expansion or replacement after the initial five years.
- 6. Annual review. The City and/or its assigns, will meet with Bernick's annually to review performance.
- 7. Operation of Event Center. The City agrees the facility will be operated and maintained pursuant to the Operator Agreement with New West Presentations, Inc. and Mammoth, Inc, or future operators.
- 8. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint venturers and neither party shall have the power to obligate or bind the other in any manner whatsoever.
- 9. Bernick's Required Insurance: Bernick's shall obtain and maintain at its expense, at all times during the Lease Term and any Renewal Term, insurance on Bernick's property located in and upon the Premises and shall assume the risk of loss to such property on the Premises. Bernick's shall further maintain, at Bernick's expense, the following insurance policies in the listed amounts:

Worker's Compensation*	Statutory Limits
Employer's Liability*	\$500,000 each accident

	\$500,000 disease policy limit
	\$500,000 disease each employee
Comprehensive General Liability (including coverage for contractual liability and owned, non-owned and hired vehicles)	\$2,000,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Umbrella or Excess Liability	\$1,000,000

\*If necessary upon hiring any employee(s)

- i. Occurrence Form: All policies listed above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
- ii. Satisfaction of Minimum Coverage Limits. Bernick’s may achieve the required limits and coverage for Commercial General Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages specifically required under this Section 9, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess or umbrella policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- iii. Additional Insured Status: With the exception of the Worker’s Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by Bernick’s under this Agreement and shall name the City as an additional insured under the policy.
- iv. Notice of Cancellation: All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to City.
- v. Certificates of Insurance. True, accurate and current certificates of insurance, showing evidence of the insurance coverages required in this Section 9, shall be

provided to the City by Bernick's prior to the July 1, 2021, and will be attached hereto as **Exhibit C**.

- vi. Effect of Failure to Provide Insurance. If Bernick's fails to provide the specified insurance or to require the specified insurance from subcontractors, as applicable, then Bernick's will defend, indemnify and hold harmless the City and the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the City may require Bernick's to:
  - (a) Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
  - (b) Furnish a written acceptance of tender of defense and indemnity from the City's insurance company.

Bernick's will take the action required by the City within 15 days of receiving notice from the City.

Notwithstanding the foregoing, the City reserves the right to terminate this Agreement in the event that insurance requirements are not maintained or required as provided herein during the term of this Agreement.

10. Term. The exclusive recognition rights of this Agreement shall commence on July 1, 2021 and continue until June 30, 2041. The City is not required to renew the contract at such time and may at its sole discretion and option allow this Agreement to expire. Bernick's shall have the right of first refusal for future pouring rights and as the exclusive beverage supplier sponsor at the Ledge. Until June 30, 2042 the City shall not enter into an agreement with another entity for pouring rights or with a beverage provider for another main sponsorship without first offering Bernick's the opportunity to contract for said recognition rights on substantially the same terms as offered to such other entity pursuant to this Section. If the City chooses to pursue an agreement with another entity, the City must provide notice to Bernick's within ten (10) business days of reaching a tentative agreement with the other entity. The notice shall include the terms and conditions of the tentative agreement with the other entity. Bernick's will have ten (10) days after its receipt of the City's notice to respond in writing either expressing Bernick's desire to either (1) enter into an agreement with substantially similar terms and conditions as the agreement with the other entity, in which case the City may only contract for said recognition rights with Bernick's and must not enter into the proposed contract with the other entity; or (2) waive Bernick's right of first refusal. If the City does not receive a response from Bernick's within ten (10) business days after the City's notice, such non-response shall be deemed to be Bernick's waiver of its right of first refusal, and the City may enter into the agreement with the other entity.

11. Voluntary and Knowing Action. The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
12. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
13. Notices. All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either Party shall have notified the other Party. The Parties' representatives for notification for all purposes are:

**CITY:**

[Name] \_\_\_\_\_

[Position] \_\_\_\_\_

[Address] \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BERNICK'S:**

Chas A. Bernick, Incorporated  
Attn: Dean Bernick, CEO  
801 Sundial Drive  
Waite Park, Minnesota 56387  
Email: [dbernick@bernicks.com](mailto:dbernick@bernicks.com)

With copies (which do not constitute notice) to:

Lathrop GPM LLP  
Attn: Steven B. Kutscheid  
1010 West St. Germain St.  
Suite 500  
St. Cloud, Minnesota 56301  
Email: [Steven.Kutscheid@gpmlaw.com](mailto:Steven.Kutscheid@gpmlaw.com)

14. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for

a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.

15. Indemnification.

- a. Bernick's shall indemnify, protect, save, and hold harmless City, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, All indemnification obligations shall survive termination, expiration or cancellation of this Contract. Nothing in this Contract shall be construed to waive any immunities or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.
- b. City shall indemnify protect, save, and hold harmless Bernick's, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Contract. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

16. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.

- a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget ("Commissioner"), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
- b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
- c. The Parties acknowledge that the City is a public body with authority under the Act to own The Ledge and operate the Governmental Program, as defined in the State Grant Agreement.

- d. This Agreement may be terminated by the City if there is an Event of Default by Bernick's, or in the event that the City is no longer authorized by law to own the Property or operate The Ledge.
- e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Ledge for the Governmental Program. The City will give Bernick's as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
- f. Bernick's is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
- g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

17. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes ("Tax-Exempt Bonds") and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. Bernick's irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

18. State Right to Access Records. The Parties shall each take any such actions and provide any records or other information related to the Property to the Commissioner as the Commissioner shall determine necessary to ensure that the interest to be paid on the GO Bonds supporting the Grant is exempt from federal taxation.

19. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

20. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and Bernick's and approved in writing by the Commissioner of Minnesota Management and Budget.
21. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Bernick's agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Bernick's and involve transactions relating to this Contract. Bernick's agrees to maintain these records for a period of six years from the date of termination of this Agreement.
22. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.
23. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
24. Governing Law. This Contract shall be deemed to have been made and accepted in Stearns County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
25. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* Bernick's agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Bernick's understands that all of the data created, collected, received, stored, used, maintained or disseminated by Bernick's in performing those functions that the City would perform is subject to the requirements of the Act, and Bernick's must comply with those requirements as if it were a government entity. This does not create a duty on the part of Bernick's to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
26. No Waiver. Any Party's failure in any one or more instances to insist upon strict

performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

27. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
28. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
29. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
30. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
31. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Bernick's arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
32. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**BERNICK'S:**

By: \_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WAITE PARK:**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its City Clerk

Date: \_\_\_\_\_

Exhibit A  
(Annual Price)

### The Ledge - Item List

Denotes items not in 24-count cs

Item	Packag e	Qty/Cnt	2021 Price	2021 Unit Cost
Domestic	16oz can	24	\$21.00	\$0.86
Import	16oz can	24	\$30.00	\$0.95
Craft	16oz can	24	\$35.00	\$1.57
Seltzer	12oz can	24	\$28.00	\$1.17
MN Craft	16oz can	24	\$44.00	\$1.67
Soft Drinks (Pepsi/Diet/Dew)	20oz bottle	24	\$38.56	\$1.61
Aquafina	20oz bottle	24	\$27.25	\$1.14
Bubbl'r Sparkling Water	12oz can	12	\$13.75	\$1.15
Gatorade	20oz bottle	24	\$38.56	\$1.61
Rockstar	16oz can	12	\$18.00	\$1.50
Items below are not for resale: usage for mixed drinks and/or complimentary (free) beverage service				
Soft Drinks - Cans (not for resale)	12oz can	24	\$12.42	
Ginger Ale (not for resale)	12oz can	24	\$12.42	
Canada Dry Club Soda	10oz bottle	24	\$17.00	
Canada Dry Club Soda	1 Ltr bottle	15	\$25.00	
Canada Dry Tonic Water	10oz bottle	24	\$17.00	
Canada Dry Tonic Water	1 Ltr bottle	15	\$25.00	
Aquafina 24pk 16.9oz (not for resale)	16.9oz bottle	24	\$6.80	

Tropicana Cranberry Juice	32oz bottle	12	\$25.50	
Tropicana Orange Juice	32oz bottle	12	\$25.50	

Notes

This list is not an inclusive product list.

Product provided will be single serve packages for duration of the contract.

Exhibit B

<b>Location</b>	<b>Secondary model</b>	<b>Purchase price</b>
concessions	LARGE 2 DOOR SLIDER	\$1,771
performers kitchen	LARGE 3 DOOR SLIDER	\$2,785
concessions	LARGE 2 DOOR SLIDER	\$1,771
concessions	LARGE 2 DOOR SLIDER	\$1,771
concessions	LARGE 2 DOOR SLIDER	\$1,770
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
entertainers	COUNTER TOP COOLER	\$500
	BLUE CART ON WHEELS	\$737
	BLUE CART ON WHEELS	\$737
	BLUE CART ON WHEELS	\$737
		\$15,579

Exhibit C

Certificate of Insurance