Barefoot Beach Resort of Indian Shores Condominium Association, Inc.

Date - April 21, 2014

Time – Meeting was convened at 7:00 p.m.

Place – Indian Shores Municipal Building, 4th Floor

Board – Bruce Bornick, Bill Priakos, Gary McMakin, Kim Porte, Denise Reilly

<u>Attendees</u> - Bob Shultz, Janis Kovac, Chris Stepanis, Sue Stepanis, Francois Porte, Barry Barkley, Paul Sottile, Steve Triplett, Nancy Triplett, Rob Chapman, Kathy Chapman, Al Mead, Mitzi Sharp, Doug Sharp

Also in Attendance – Richard Zacur, Angela????, Joan Hill

Bruce greeted the owners and asked that everyone introduce themselves around the room.

Bruce began the meeting saying that he would speak briefly with an overview of the Lawsuits and Mediation and then we will hear from our attorney, Richard Zacur, who will explain all the legal details.

For the first time in our history we have full ownership of our property. We will be able to administer it, repair and maintain it. And so it is a very special time. The bottom line is we had a foreclosure lawsuit against the Developer because he wasn't paying his dues in accordance with the condo declaration (the portion of our condo docs that explains the core rules of our association). He then counter sued us and we were going to end up going to court at some point. We went to mediation to attempt to resolve this issue outside of court and to avoid even greater cost to the Association. Bruce was out of town for the mediation on business, but the other four board members, (Denise Reilly, Bill Priakos, Kim Porte, and Gary McMakin) all spent almost ten hours on a Friday in mediation with the Developer and knocked out an agreement. The gist of which is the Developer waived all his counter-lawsuit claims and we purchased what are known as the "Commercial" Properties 2, and 3 and part of 1 (Clubhouse, Gazebo area of the pool, 2 Boat Slips and the Fishing Pier). The developer will sell the remaining Boat Slips to Barefoot owners who would like to buy them.

The court ruling made it clear that the submerged land (land under water under the boat slips) was not supposed to be included in Commercial Property 1, but in fact submerged land belonged to the state, so the declaration was in fact wrong and resulted in incorrectly high dues for the developer. So for all these years we have in fact been assessing him for property that he

was not responsible for. Because we were overcharging the developer, we were undercharging the rest of the condo owners. Of course, he was on the Board when this began and has some responsibility here, but in fact, the debt we built up on him was inappropriate.

There are conflicts in our condo documents as well as our declaration. The declaration states how we run things and it states we should assess equally, which means the same condo fee for a Commercial unit, a 2 bedroom, a 1 bedroom or a studio. Everyone is supposed to pay the same. The Prospectus states that we charge by square footage with 1 bedroom paying less than a 2 bedroom. The Developer's budget, made leading up to the sale of all the condos, states the condo fees should be levied by square footage. In fact, despite the obvious discrepancies in these documents, for the past 7 years the Barefoot Beach Resort Condo Association has been using the square footage method of allocating condo dues payments. The court ruled that we should go forward using the square footage method as custom and usage dictates. We also agreed to have a new budget in place by June 1st 2014. We agreed to purchase the Clubhouse, Gazebo, Fishing Pier and 2 adjacent Boat Slips for \$100,000.

There is another point in the mediation agreement that we would like to make clear regarding the boat slips that the developer will still own. He can sell those boat slips to Barefoot owners, and only Barefoot owners. He will pay dues on those boat slips that he continues to own until he sells them. Whatever boat slips he does not sell to owners after 36 months the Condo Association will pay him rent of \$200 a month per boat slip for a period of two years. After that point the Condo Association pays him nothing and he will continue to be required to pay dues on the boat slips. So if in month 37 he has 20 slips remaining unsold we will owe him \$4,000 for each month that he retains 20 slips for up to two years. If in month 37 he has 10 slips remaining unsold then we will owe him \$2000 per month. If he has no slips remaining unsold then we owe him nothing. This was all part of the mediation. This is an incentive for us owners to purchase boat slips since we are the only ones that can own them.

Overall the mediated agreement is a win/win for both sides, avoided even more costly litigation, and now we can proceed with ownership of our properties. This was a quick summary in layman's terms and now our attorney, Richard, will speak to the legal details.

Richard stated that he had been practicing law for over 40 years and has had the opportunity to represent hundreds of condominium associations over the years. Richard clarified that he represented no one on the Board. He has never been in any unit at Barefoot Beach. He has done no closings for properties at Barefoot Beach. He does not represent Bill Priakos' business on the property, Barefoot Beach Vacation Rentals (BBVR), or any organization that is a part of Barefoot Beach. He makes no money except his hourly rate during these procedures. He informed us that he has been paid roughly \$20,000 to represent us in this case now over a period of 3 years. He said that is roughly \$660 per month. He stated that he wanted to clarify

his fees in response to several emails insinuating that he was taking advantage of the Association. That is not the case. For those of you who have ever dealt with lawyers you must know that lawyers make money in court and taking depositions. There is no gain in settling things outside of court. I took no contingency fees, I get no slips, and I do no closings. I get paid to do the hourly work. That is it.

There is an allegation in one of the emails that there will be a \$5000 assessment. You are having no Special Assessment. None whatsoever. Another allegation in the emails I received said that you will somehow be forced to do certain things regarding the slips. You have nothing to do other than the fact that you are purchasing 2 boat slips and the fishing pier.

The developer's attorney contacted me today and offered that the Barefoot Beach Condo Association accepts full ownership of the submerged land lease which I rejected. I rejected it because I don't trust the developer to make the land lease payment that is due each year.

Back to the original condo documents drawn in 2005. First, I did not participate in the creation of those documents. In those documents <u>you did not own</u> your gazebo, clubhouse, seawall or boat docks and fishing pier. As each of you purchased your properties, you may have assumed that the Condo Association owned all the common areas. The Condo Association did not own the area in question. Second, your documents had a fundamental error. Your documents stated you would pay equal assessments. In the state of Florida there are two ways to charge for assessments, equally or based on square footage. Your developer filed two prospectuses; in one he said they would charge equally all units, in the other he said it would be calculated by square footage. Then he filed a Budget, which stated they would charge by unit square footage and that is how you have been paying for the past 7 years.

It is also not appropriate to charge the developer dues based on the square footage of the submerged lands. Submerged lands are a common element and therefore the Condo Association was over charging the developer for dues on the Boat Slips. Calculations show that when he stopped paying he had already overpaid by approximately \$186,000 not including late fees. We have that money. We also collected BBVR's rent for the Clubhouse for two years. We took the developer's rental money from the rent of the Clubhouse because under Florida Statute we are allowed to take money from a tenant when the owner owes us money. We filed a foreclosure on the developer based on these documents. We had several opportunities to settle with the developer before this year. Unfortunately, those did not work out regardless of my recommendations. We could have settled this litigation several times before this.

During the past three years the developer went through four lawyers and when he got to the fifth they filed a counter suit against us stating:

- He overpaid
- We were not assessing correctly
- He wanted his rent and attorney fees

We were confronted with pretty good allegations on their side because of how our documents read. We did have custom and usage on our side and a prospectus. A prospectus is an advertisement approved by the Department of Land Sales, however it is not binding. There was no original budget except what was in your prospectus setting forth the percentage of common element ownership.

In the state of Florida all litigation cases like this are required to go to mediation. Mediation is similar to the old days of Henry Kissinger, when you went back and forth, room to room to work out a deal. Initially, our developer's demands were substantially higher than what we finally agreed to. Before we entered the mediation, we came to the conclusion that to litigate with him would take another two to three years with appeals and an overall cost to the Association of probably \$100,000 in legal fees and costs. If we lost we might have owed him back the \$186,000 in dues overpayment plus his legal fees and costs, plus BBVR's clubhouse rental income. For us to win the Court would have to find that the submerged lands did not belong to the state and that would be impossible. We would have lost that issue. Additionally, we might never have obtained ownership of the commercial units if the litigation did not go our way.

We negotiated a resolution. We considered what we perceived as the values of the properties, (clubhouse, gazebo area, fishing pier and two boat slips). We estimate from the tax rolls (which by the way is lower than true market value) that the clubhouse is valued at \$68,000, the gazebo is valued at \$5600 and the slips could go for anywhere from \$15,000-20,000 eachBBVR, who currently has a lease with the Developer for use of the Clubhouse will be voluntarily giving up this lease on or before 1 July 2014. The clubhouse will be exclusively yours as will the gazebo area. The Association can sell its two slips or rent them to owners or their guests. More importantly your developer can only sell his slips to owners of Barefoot Beach. If you want a boat slip it is a good time to get on board, because if you are not aware there are no boat slips being built currently in Pinellas County at a condominium or commercial building or HOA. There is a moratorium on all slips of this type.

So as we sit today, we were able to convince the Court and the other side that square footage is the best method to continue to assess dues for the Barefoot Beach Condo Association. We pointed out to the Court the conflict with the original prospectus, the original budget and the condo declaration and it was decided that custom and usage was the fairest approach going forward. Also, we were able to force the developer to wave the \$186,000 in overpayments and all attorney fees to get this done. Some would ask, now why would he do that? I believe

he did not want to tie up these properties for two to three years or more. By settling he gets something positive done now.

If we had gone to court and lost, the cost of that loss would have been divided among the 164 owners. I recommended to previous Boards to settle, I recommended to this Board to settle. I believe it was appropriate to return your documents to square footage because each time you sell a unit under the old docs you are committing a falsehood and a fraud on the buyer. This had to be righted. Your documents said everybody pays equally and you were not charging that way. We are over that hump. You now own those properties and for the first time your complex will be as you envisioned it. Complete with your own clubhouse, gazebo, fishing pier and soon you will have the submerged land lease.

Now let's talk about these additional costs. The Association had to go out and borrow \$100,000 to pay the Developer for the properties. There will not be a special assessment. The Board found a low interest loan through BB&T Bank. The loan will be paid for over three years by increasing your monthly assessment by a small amount. You will also have an increase in condo fees because the submerged land is being returned to a common element. For several years the Association actually benefited in that the Developer was paying significant condo fees for the submerged lands.

We will now calculate what could have been the loss vs. the gain. It may sound objectionable to some that we settled with him, but I don't believe that's the case. It's not personal, just like ugly e-mails I received; I don't take them personally either. I have not gauged you;

Settling this case in the way we did clearly was a cost savings to the Association as compared to litigating. Ten hours of mediation cost you about \$5,900 of my attorney time. I reduced my bill to \$4,000 because I sat in a room with this board for 10 hours and because they did the right thing and agreed to settle I decided they deserved a courtesy reduction. My feeling as I look back is that I wish we had settled earlier. Boards have different viewpoints at different times based on the information available. The anger level was high at the last General Meeting. Wherever you are from, America or Canada, we all know that Americans like to litigate. It is good that we settled because for the first time your documents are correct, you own your property, and the increases per unit will not be significant. I don't consider anything less than \$100 per month, significant when you own all your own property for the first time and that's what you should have been paying all along. We know his lawyer fees are significant. We know he overpaid \$186,000 as calculated by your CPA and he walked away from that. He got paid undervalue for what he sold us. So he walks away with \$100,000 and he cannot sell his boat slips to anyone but us (owners at Barefoot). As Bruce said earlier, I consider that a win/win. I will take any questions that people have.

Question and Answer Period:

Bob Shultz – So you say early on he paid us \$186,000, I thought he hadn't paid us anything.

Denise Reilly – He was one of four developers, he was not the one that paid us. He was part of Sun Vista and Sun Vista paid us.

Angela – \$186,000 is an estimate.

Bob Shultz – Does he hold the submerged land lease?

Richard Zacur – Yes and he is current on fees and another is due next month. He will have to continue paying until all are sold and you take control of the submerged land lease.

Bob Shultz - Does he have tax payments due on the Gazebo and Clubhouse and Boat Docks?

Richard Zacur – Yes and they will have to be paid prior to the exchange of money and ownership.

Bob Shultz – Insurance wise, will we be named on his insurance policy as far as coverage goes?

Richard Zacur – Yes sir, and your insurance rate should not go up because you are already paying what your insurance company required.

Paul Sottile – When the counter claim against us happened we were told the insurance company lawyer would handle it at no cost to us.

Richard Zacur – The insurance company's lawyer handled only the counter claims protecting the Association and the Board. That was at no cost to you. I still handled the initial foreclosure. I defend you against unjust enrichment. I negotiate the resolution.

Paul Sottile wanted it stated for the record that the Association paid Mr. Zacur's fees.

Richard Zacur – I am paid for my part by the Association. The insurance company paid for the other attorney to defend you against the counter claim.

Paul Sottile – I don't know the Boards plans for the Commercial Property. The Board gets to decide on "behalf of the Association" what they want to do.

Bruce Bornick – I am the President and I want input from everyone. I will suggest that we complete the paver project to include the gazebo area. My initial thought for the Clubhouse would be to propose renting it to owners and their guests for events. But we as an Association will all decide what to do. The two boat slips we can rent or we can sell them to owners.

Paul Sottile – Do people who purchase the boat slips get an additional vote?

Richard Zacur – No, individual owners do not get an additional vote. They must all agree together on their one vote for the docks. They will also pay the fees for the submerged lands together. These fees will not come out of your Associations funds.

Paul Sottile – I would like to correct the record, my email did not state there would be a special assessment, it said there was a potential for one. My statement was based on the ambiguity of your letter.

Richard Zacur – We wanted those two slips and the fishing pier. We pay nothing for months 1 through 36. We pay \$200 per unsold slip, per month for months 37-60. After that we pay no more rent. He may still own some docks but any rent payments go away. He needs to sell the docks because he gets no additional money from us until month 37. As per the mediation agreement we will assist him in exercising his grandfathered right to increase the docks from 18 to 22 slips. You are not bidding against anyone else because he can only sell to Barefoot owners.

Doug Sharp – Stated that his individual rights had been given up by the Board signing the mediation agreement. He stated that we released the Developer from all things. He said the release we signed was as "broad as the world is wide".

Doug Sharp debated what was "fair "in Richards' mind was not "fair" in his mind. He read his documents before purchasing and used them to base his decision to purchase a 2 bedroom unit at Barefoot.

Richard Zacur – If what you are telling me is that you entered into this open eyed and you accepted an incorrect analysis including a submerged land lease and you contend that it was correct for him to pay what no law in the state of Florida would allow, I got to tell you, I'm glad that you were not on the Board.

Doug Sharp – I was talking about the way we were to be assessed, not the submerged land lease.

Richard Zacur – Good, I am glad I was wrong.

Doug Sharp – Continued to state that he did not see our Declaration to be "unfair" he based his decision to purchase on the document that he had read.

Bruce Bornick – Unfair is maybe not the right word.

Doug Sharp – But that is the word used.

Richard Zacur – Mr. President it is absolutely unfair and I made that representation to the court base on the knowledge I had representing the Board. That it was wrong to have people pay for

property that we should not have been assessing them on. We took the gentleman's money, and that was unfair. It was unfair in the courts eyes to charge a commercial property the same amount as a one bedroom or a studio. I think they were absolutely right.

Doug Sharp – People sign contracts everyday that they consider unfair and unless they are ambiguous or generally representing a fraud they are not generally reformed because they are "unfair".

Doug Sharp – If the Developer is as squarulous as I have been led to believe he is, what is to prevent him from selling the docks to just anybody on the street?

Gary McMakin – He can't, he is not allowed to.

Doug Sharp – What's going to stop him?

Answer – That's in your condo docs, that's very clear. They can't park on our property or walk on our property unless they own a condo.

Doug Sharp – They didn't give up that point?

Mitzi Sharp – I read the original documents and I recall reading that the Developer would convey the commercial properties.

Richard Zacur – No, they did not and he reserved the right to transfer the properties to the owners. He was not required in your documents to give them to you. It was not even required in the Prospectus. It is not in any single document filed in the state of Florida.

Mitzi Sharp – I can read documents and I read it and I believe I sited the paragraph that stated it at an earlier meeting. But now I don't have it with me tonight.

Paul Sottile – So you have until July to work up a new budget.

Richard Zacur – No we have until June 1, 2014.

Paul Sottile – So there have been no numbers worked up yet?

Denise Reilly – We have to have a surveyor come in. He is actually coming tomorrow and we will have the survey by the end of the week. We can't actually work on final numbers until we have the measurements of the slips, submerged lands, clubhouse and gazebo.

Richard Zacur – The purpose of doing the survey is that I can't get a deed for the clubhouse or gazebo without a legal description. We also need to calculate his portion of the commercial unit less the fishing pier and the 2 boat docks to accurately charge him his maintenance fees.

Paul Sottile – Will he be paying a maintenance fee?

Richard Zacur – Yes sir, it's still Commercial 1. He did not walk away from that. He will owe us on the slips he has retained and as he sells them the amount will change.

Paul Sottile – I'm a little concerned about the math being used. You have said that the Association has benefited by the Developer being over charged for the boat slips.

Richard Zacur – Commercial 1 was being overcharged because the submerged lands were included in his payment.

Paul Sottile – According to Accrual Accounting all of the money that the Developer did not pay us, the unpaid maintenance fees, were reported as revenue to offset a bad debt expense. So in effect the paying members of the Association have always been paying the maintenance fees of the Developer, since the last time he made a payment.

Richard Zacur – Probably so, that does not mean he was not entitled to a refund of his overpayment. It does not mean that you all wouldn't have been paying extra, had the calculation been done correctly and he was not being charged for the submerged lands.

Paul Sottile – My point is that up to the point when he stopped paying we may have gotten a little bit of a benefit from his overpayment. But ever since then, whatever amount he should have been paying and wasn't, the other owners have been paying on his behalf through what is called a bad debt expense.

Richard Zacur - True

Angela – And not every year because it really took some time for that to work its way into the Budget. Even today not all of what the Developer did not pay has worked its way into the budgetary process. But yes, in theory, to some extent the Association has been charged for what he didn't pay because the Association had to have adequate cash flow to pay its bills.

Paul Sottile – I feel it is important for all the owners to know this.

Bruce Bornick – You are right, Paul, good point.

Richard Zacur – Same as with any other owner in default, you make up the difference.

Paul Sottile – We differ in language. You use a dollar amount and I would use a percentage.

Bruce Bornick – It breaks down to about \$20 per month per unit to pay back the \$100,000 over three years. Roughly that is back of the envelope math.

Paul Sottile – The potential expense for renting the boat docks could be a 13-14% increase on top of the 30% odd increase we had this year.

Bruce Bornick – Probably in that neighborhood. That is the reality of it. We have a solvent association with good reserves. We are paying our bills and have very few foreclosures so we are doing well. This is a very special time. How often in the middle of the year does an Association have to buy back its own property and reassess everything mid-year?

Denise Reilly – Remember last year's increase was due to insurance which we have no control over. And thank God we did not have to do an assessment then because we did have the money in reserves. Last year's increase had nothing to do with this.

Paul Sottile – Basically I don't want to keep you here but there is another bone of contention with how you write your minutes. Sometimes your minutes are not written in a neutral fashion.

Richard Zacur – Can I interrupt for a moment, and remind you that you don't want to keep me here with issues that don't concern me.

Paul Sottile – Stated his personal concerns and inner whisperings that there would be future significant lawyer fees charged to the Association.

Richard Zacur – Well the Board is doing its own Budget without help from me. I am not engaged to do anything more than I have. I am going to complete the Deeds and I am done. My representation in this matter ends upon the recording of the Deeds and I wire the 100K to the other lawyers trust account. You are looking at maybe another \$500-800 of my time and then it is over.

Paul Sottile – As I said I don't want to take up any more time.

Bruce Bornick – Does anyone have any more questions for Richard?

Chris Stepanis – I want to clear up what kind of rights regarding the 22 boat slips does the Developer have in regards to parking?

Richard Zacur – None, only unit owners can park in any of your parking places.

Chris Stepanis – What would it take to change the condo docs from only owners being able to purchase docks to others being able to purchase them?

Richard Zacur – 75% vote of owners, which I don't see ever happening.

Discussion of there being no parking available on our property to anyone that was not an owner lead to discussion of people getting to land locked property every day. Mr. Sharp said it was called an easement by prescription. Richard stated that there is no such thing in the state of Florida or on a condominium property. The discussion broadened to possible violations to our parking policy by the Developer or his friends parking boats at the slips. Bill stated that we have anticipated that and will make sure he knows that cannot happen. Denise said there will be legal descriptions of the slips. We will certainly know who is buying the slips. Richard stated that they are buying exclusive use of the slips. They are given an assignment of the boat slip.

Doug Sharp - Could the Developer have fenced us out of the Gazebo area?

Richard Zacur – N o, but he had the right to lease out the area as he did the clubhouse. He could have rented or sold the Gazebo to someone.

Doug Sharp – Litigation gets you to an end where the court listens to the facts, applies the law to get to an end.

Gary McMakin – What if he had won? What if we had to pay him \$186,000 plus attorney fees and costs and we still did not own our property.

Doug Sharp – Well then that would have been consistent with the facts of the law.

Bruce Bornick – That's what the Board felt like three years ago, this one did not.

Richard Zacur – Let me tell you if I had to sit here and tell the owners that you owed several hundred thousand dollars and got none of your property when I could have settled for \$100,000 and got you ownership then I would have committed malpractice. I can't imagine litigating for three years, having to admit that my docs were incorrect, and therefore we charged him wrong all along.

Doug Sharp – Here is where we have a fundamental difference. I believe they may have been ambiguous, but to tell the court they were unfair, I have a fundamental problem with that. From my point of view, having read the documents I have lost my right without having been given a chance or even notice.

Bruce Bornick – You gave us the right to represent you in this.

Doug Sharp – The Board has the right to represent the Association not the individual.

Richard Zacur – I suggest you read our Rules of Civil Procedure, they have rules regarding Condominiums; the Board represents every individual owner's rights as they apply to the Association. They made that ruling fifteen years ago. You don't like the Board get rid of the Board.

A woman said that was not the problem, the problem was that it is so difficult to get information from the Board.

Richard Zacur – There are many things during litigation that cannot be made public.

Doug Sharp – Complained that he had called Richards office seeking public information and was refused access to it. Richard apologized; he stated that he was out of town, on vacation with his family. If he had been aware he would have sent the information to Mr. Sharp. Mr. Sharp stated that he had gotten the public records from the Courthouse himself.

Richard Zacur – The Mediation Agreement was confidential originally but it later became a matter of public record.

Bob Shultz – I am considering buying a second unit with a back yard and it is my understanding that these back yards are actually a common element.

Richard Zacur – That is correct. It is a common element but the person owning the unit has exclusive use of it.

Bob Shultz - So when we talk about fair, is that fair?

Richard Zacur – With condominiums you get a % of common area ownership with every unit owned.

Bob Shultz – But my point is when we assess for maintenance fees.....

Richard Zacur – It's based on your square footage of your unit, not your back yard.

Doug Shultz – So we are paying for their backyard with our monthly fees?

Richard Zacur – Common elements are common elements. Any other questions?

Chris Stepanis – When the Association's boat slips go for sale who will decide the price?

Richard Zacur – The Board, if they decide to sell, since you have elected them will do a fair market value analysis and get a reasonable price.

Sue Stepanis – When the boat slips become available will it be handled as unfairly as the storage lockers? Richard had no knowledge of the storage locker lottery but said that most Associations would have an auction and let the bids start!

The crowd responded – There you go!

With no more questions for Richard we thanked him and said good night and thank you to him.

Woman – To the Board – It seems to me that it would be more efficient if the letters that were written to the Board were made public. Several times a question has come up at a meeting and the response is that was addressed in a letter. The group then does not know what the response was.

Gary McMakin – We receive a letter and answer it, we do not know if the writer would like to assimilate it throughout 164 owners.

Woman – They could, and so you are asking that we do it ourselves.

Bruce Bornick – What you get are owners who might just want to drive their own agenda.

Al Mead – What is happening with the Website?

Woman – Things that affect all of us should be made available to all of us.

Denise Reilly – We would have to have permission probably from the letter writer to make it public.

Woman - I think it would save the Board time, because I am sure people write about the same issues.

Doug Sharp – Can you clarify something and I don't want it to be a fight. So everyone does understand what happens in those Declarations effects property values. He further explained that he bought his 2 bedroom condo because of what it said in the docs. He felt it beneficial to own a 2 bedroom and pay the same fee as a 1 bedroom. Your decision affects my property value. You just handed our rights away without us knowing. The documents said incase of ambiguity, the Declaration would be upheld and you all basically told the court to change that.

Gary McMakin – The court had two choices, they could have chosen the language or the custom and usage, and the court chose custom and usage. The court made a decision, not any of us, the court made the decision to go with custom and usage.

Doug Sharp – Can I intervene an appeal in the state of Florida?

Gary McMakin – Not under condominium law, you can't.

Gary McMakin – I stopped saying win/win when I did 8000 mediations. I don't win/win. Everybody needs to come out a little angry from mediation. There is dissatisfaction with giving something up. That's what happened here. We are not fully happy with the agreement, he is not fully happy with this agreement.

Al Mead – I am glad there is an agreement.

Bruce Bornick – Reference your question about the Barefoot website. We will have the website active by 15 May.

The meeting concluded at 9 pm.