

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	03/31/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN GATEWAY BANK		03/31/2015	CORPORATION: LOUISIANA
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
BUSINESS FIRST BANK	03/31/2015	CORPORATION: LOUISIANA	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	BUSINESS FIRST BANK		
Street Address:	8440 JEFFERSON HIGHWAY		
Internal Address:	SUITE 101		
City:	BATON ROUGE		
State/Country:	LOUISIANA		
Postal Code:	70809		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3642561	AMERICAN GATEWAY BANK	
Registration Number:	3642562	AMERICAN GATEWAY BANK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tara.madison@keanmiller.com		
Correspondent Name:	Tara M. Madison		
Address Line 1:	P.O. Box 3513		
Address Line 4:	Baton Rouge, LOUISIANA 70821		
ATTORNEY DOCKET NUMBER:	7631-73		
NAME OF SUBMITTER:	Tara M. Madison		
SIGNATURE:	/Tarammadison/		

CH \$65.00 3642561

DATE SIGNED:

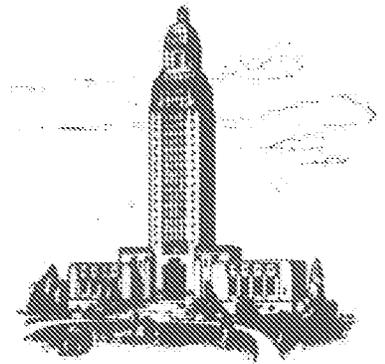
05/11/2015

Total Attachments: 15

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STATE OF LOUISIANA
OFFICE OF FINANCIAL INSTITUTIONS
BATON ROUGE, LOUISIANA



CERTIFICATE OF MERGER

As Commissioner of Financial Institutions of the State of Louisiana, I do hereby certify that
an Agreement and Plan of Merger whereby **AMERICAN GATEWAY BANK**, domiciled at
Baton Rouge, East Baton Rouge Parish, Louisiana, is merged with and into

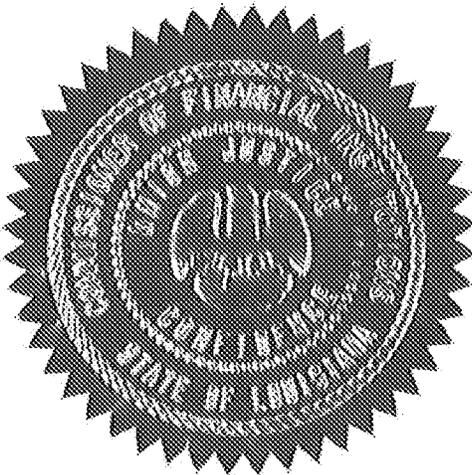
BUSINESS FIRST BANK,

with the title of Business First Bank, domiciled at Baton Rouge, East Baton Rouge Parish,
Louisiana,

Certified by the Secretary of each banking association as having been approved by the sole
shareholder, and signed and acknowledged by the President of each banking association on
July 23, 2014,

was filed and recorded in this Office on March 30, 2015, with the merger becoming effective at
11:59 p.m. on March 31, 2015.

By virtue of this Agreement, I further certify that **AMERICAN GATEWAY BANK**, domiciled
at Baton Rouge, East Baton Rouge Parish, Louisiana, is no longer qualified to transact business
in this State as of the effective date of the merger, 11:59 p.m. on March 31, 2015.



In testimony whereof, I have hereunto set my
hand and caused the seal of my Office to be
affixed at the City of Baton Rouge on
April 2, 2015.

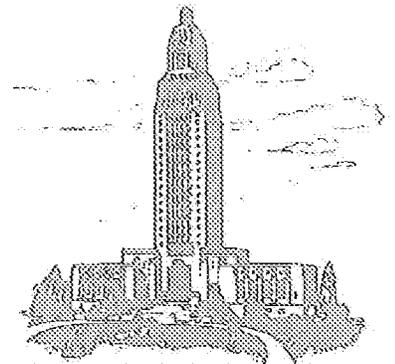
John Ducrest, CPA
Commissioner of Financial Institutions

TRADEMARK

REEL: 005513 FRAME: 0798



STATE OF LOUISIANA
OFFICE OF FINANCIAL INSTITUTIONS
BATON ROUGE, LOUISIANA



OFFICE OF FINANCIAL INSTITUTIONS
STATE OF LOUISIANA
CERTIFIED AND TRUE COPY

Pamela C. Skilton
Administrative Program Specialist

CERTIFICATE OF MERGER

As Commissioner of Financial Institutions of the State of Louisiana, I do hereby certify that

an Agreement and Plan of Merger whereby **AMERICAN GATEWAY BANK**, domiciled at Baton Rouge, East Baton Rouge Parish, Louisiana, is merged with and into

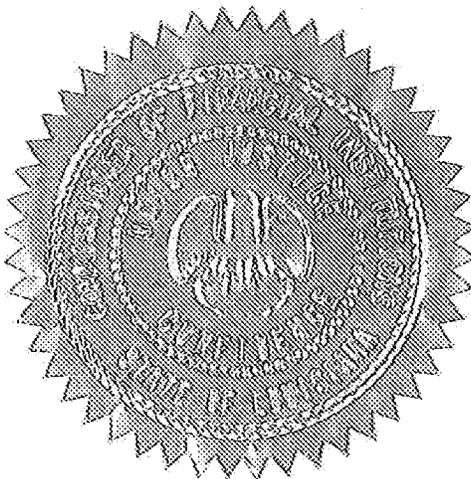
BUSINESS FIRST BANK,

with the title of Business First Bank, domiciled at Baton Rouge, East Baton Rouge Parish, Louisiana,

Certified by the Secretary of each banking association as having been approved by the sole shareholder, and signed and acknowledged by the President of each banking association on July 23, 2014,

was filed and recorded in this Office on March 30, 2015, with the merger becoming effective at 11:59 p.m. on March 31, 2015.

By virtue of this Agreement, I further certify that **AMERICAN GATEWAY BANK**, domiciled at Baton Rouge, East Baton Rouge Parish, Louisiana, is no longer qualified to transact business in this State as of the effective date of the merger, 11:59 p.m. on March 31, 2015.



In testimony whereof, I have hereunto set my hand and caused the seal of my Office to be affixed at the City of Baton Rouge on April 2, 2015.

John Ducrest

John Ducrest, CPA
Commissioner of Financial Institutions

TRADEMARK

REEL: 005513 FRAME: 0799

MAR 30 2015

EXECUTION VERSION

OFFICE OF
FINANCIAL INSTITUTIONS
BATON ROUGE, LOUISIANA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Bank Merger Agreement"), is made and entered into as of the 23rd day of July, 2014, by and between Business First Bank, a Louisiana state bank headquartered in Baton Rouge, Louisiana ("BF Bank"), and American Gateway Bank, a Louisiana state bank headquartered in Baton Rouge, Louisiana ("AG Bank").

RECITALS

WHEREAS, Business First Bancshares, Inc., a Louisiana corporation and registered bank holding company ("BFB"), owns all of the outstanding capital stock of BF Bank, and American Gateway Financial Corporation, a Louisiana corporation and registered bank holding company ("AGFC"), owns all of the outstanding capital stock of AG Bank;

WHEREAS, BFB, AGFC, and BIB Interim Corporation, a newly formed Louisiana corporation and a wholly-owned subsidiary of BFB (the "Merger Subsidiary"), are parties to that certain Agreement and Plan of Reorganization, dated as of July 23, 2014 (as such agreement may be amended or supplemented from time to time, the "Reorganization Agreement"), pursuant to which BFB will acquire all of the outstanding capital stock of AGFC through the merger of the Merger Subsidiary with and into AGFC, with AGFC surviving the merger (the "Merger");

WHEREAS, following the Merger, BFB desires to cause AG Bank to merge with and into BF Bank in accordance with the terms of this Bank Merger Agreement;

WHEREAS, AG Bank is a Louisiana state bank, duly organized and existing under the laws of the State of Louisiana, having its principal office in the City of Baton Rouge, State of Louisiana, with authorized capital stock consisting of 1,000,000 shares of common stock, par value \$10.00 per share ("AG Bank Stock"), of which 109,760 are issued and outstanding;

WHEREAS, BF Bank is a Louisiana state bank, duly organized and existing under the laws of the State of Louisiana, having its principal office in the City of Baton Rouge, State of Louisiana, with authorized capital stock consisting of 10,000,000 shares of common stock, \$1.00 par value ("BF Bank Stock"), of which 3,215,979 shares are issued and outstanding and 1,000,000 shares of preferred stock, no par value per share, none of which are issued or outstanding;

WHEREAS, subject to consummation of the Merger and the receipt of all required regulatory approvals, the Boards of Directors of AG Bank and BF Bank have approved this Bank Merger Agreement, under which AG Bank shall be merged with and into BF Bank ("Bank Merger"), and have authorized the execution hereof; and

WHEREAS, as and when required by the provisions of this Bank Merger Agreement, all such action as may be necessary or appropriate shall be taken by AG Bank and BF Bank in order to consummate the Bank Merger.

NOW, THEREFORE, in consideration of the premises, BF Bank and AG Bank hereby agree that AG Bank shall be merged with and into BF Bank on the following terms and conditions:

OFFICE OF FINANCIAL INSTITUTIONS
STATE OF LOUISIANA
CERTIFIED AND TRUE COPY

Pomela C. Skelton

TRADEMARK

1. Merger of AG Bank and BF Bank. At the Effective Time (as defined in Section 12), AG Bank shall be merged with and into BF Bank in accordance with Section 351 *et seq.* of the Louisiana Banking Law.

2. Effects of the Bank Merger. The Bank Merger will have the effects set forth in Section 355 of the Louisiana Banking Law. At the Effective Time, the corporate existence of AG Bank will be merged into and continued in BF Bank, as the bank surviving the Bank Merger ("Surviving Bank"). The name of the Surviving Bank will be "Business First Bank." Without limiting the generality of and subject to the foregoing, all of the property, rights, privileges, powers and franchises of AG Bank will vest in BF Bank, as the Surviving Bank, without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon, and all debts, liabilities, obligations, restrictions and duties of AG Bank will become the debts, liabilities, obligations, restrictions and duties of BF Bank.

3. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of BF Bank, as in effect immediately before the Effective Time, will be the Articles of Incorporation and Bylaws of the Surviving Bank until thereafter changed or amended as provided by applicable law.

4. Directors and Officers. The directors and officers of BF Bank immediately prior to the Effective Time will remain the directors and officers of the Surviving Bank from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Bank or as otherwise provided by law.

5. Conversion of Securities. At the Effective Time, by virtue of this Bank Merger Agreement and without any further action on the part of any holder, (i) each issued and outstanding share of BF Bank Stock will continue to remain outstanding and to represent one share of common stock of BF Bank, and (ii) each issued and outstanding share of AG Bank Stock will be cancelled.

6. Shareholder Approval. This Bank Merger Agreement shall be submitted for approval to the sole shareholder of BF Bank and the sole shareholder of AG Bank for approval by written consent as soon as practicable after execution of this Bank Merger Agreement. Upon approval by the sole shareholder of BF Bank and the sole shareholder of AG Bank, this Bank Merger Agreement shall be made effective as soon as practicable thereafter as provided in Section 12 hereof but not prior to the consummation of the Merger in accordance with the terms and conditions of the Reorganization Agreement.

7. Conditions to Consummation of the Bank Merger. Consummation of the Bank Merger as provided herein will be conditioned upon consummation of the transactions contemplated by the Reorganization Agreement. In addition, all obligations of the parties under this Bank Merger Agreement are subject to the receipt of all consents, orders and regulatory approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Bank Merger, including, without limitation, shareholder approval and the approval of any regulatory agency having jurisdiction over AG Bank or BF Bank, including, without limitation, the Louisiana Office of Financial Institutions and the Federal Deposit Insurance Corporation.

8. Termination. This Bank Merger Agreement will terminate upon the termination of the Reorganization Agreement in accordance with its terms and in no other manner. Upon such termination, neither party will have any further liability or obligation by reason of this Bank Merger Agreement to the other party.

9. Representations and Warranties of AG Bank. AG Bank is a Louisiana state non-member bank, duly organized, validly existing and in good standing under the laws of the State of Louisiana. AG Bank has all requisite corporate power and authority (including all licenses, franchises, permits and other governmental authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and carry out its obligations under this Bank Merger Agreement.

10. Representations and Warranties of BF Bank. BF Bank is a Louisiana state non-member bank, duly organized, validly existing and in good standing under the laws of the State of Louisiana. BF Bank has all requisite corporate power and authority (including all licenses, franchises, permits and other governmental authorizations as are legally required) to carry on its business as now being conducted, to own, lease and operate its properties and assets as now owned, leased or operated and to enter into and carry out its obligations under this Bank Merger Agreement.

11. Waiver; Amendment. Any term or condition of this Bank Merger Agreement may be waived at any time prior to the Effective Time by the party that is entitled to the benefits thereof. This Bank Merger Agreement may be amended or modified at any time prior to the Effective Time, whether before or after action thereon by the shareholders of AG Bank and BF Bank. Any waiver or amendment must be in writing.

12. Effective Time. The Bank Merger will become effective in the manner set forth in Section 354 of the Louisiana Banking Law ("Effective Time").

13. Multiple Counterparts. For the convenience of the parties, this Bank Merger Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts hereof so executed by the parties hereto, whether or not such counterpart will bear the execution of each of the parties hereto, will be deemed to be, and is to be construed as, one and the same Bank Merger Agreement. A telecopy, facsimile, or scanned "PDF" transmission of a signed counterpart of this Bank Merger Agreement is sufficient to bind the party or parties whose signature(s) appear thereon.

14. Governing Law. THIS BANK MERGER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA APPLYING TO CONTRACTS ENTERED INTO AND TO BE PERFORMED WITHIN THE STATE OF LOUISIANA, WITHOUT REGARD FOR THE PROVISIONS THEREOF REGARDING CHOICE OF LAW.

15. Further Assurances. The parties agree that they will, at any time and from time to time after the Effective Time, upon request by the other and without further consideration, do, perform, execute, acknowledge and deliver all such further acts, deeds, assignments, assumptions, transfers, conveyances, powers of attorney, certificates and assurances as may be reasonably required in order to fully complete the transactions contemplated hereby in

accordance with this Bank Merger Agreement or to carry out and perform any undertaking made by the parties hereunder.

16. Severability. If any provision of this Bank Merger Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) this Bank Merger Agreement is to be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Bank Merger Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Bank Merger Agreement; and (iii) there will be added automatically as a part of this Bank Merger Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

17. Specific Performance. Each of the parties hereto acknowledges that the other parties would be irreparably damaged and would not have an adequate remedy at law for money damages if any of the covenants contained in this Bank Merger Agreement were not performed according to its terms or otherwise were materially breached. Each of the parties agrees that, without the necessity of proving actual damages or posting bond or other security, the other party is entitled to injunctive relief to prevent breach of performance and to specific enforcement of such covenants in addition to any other remedy to which they may be entitled.

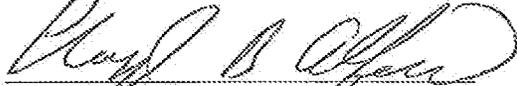
18. Rules of Construction. Descriptive headings as to the contents of particular sections are for convenience only and do not control or affect the meaning, construction or interpretation of this Bank Merger Agreement. All articles and sections referred to herein are articles and sections, respectively, of this Bank Merger Agreement. Each use herein of the masculine, neuter or feminine gender is deemed to include the other genders. Each use herein of the plural includes the singular and vice versa, in each case as the context requires or as it is otherwise appropriate. The word "or" is used in the inclusive sense. Any and all documents or instruments referred to herein are incorporated herein by reference hereto as though fully set forth herein verbatim. If there is any conflict between the terms of this Bank Merger Agreement and the terms of the Reorganization Agreement, the terms of the Reorganization Agreement shall control.

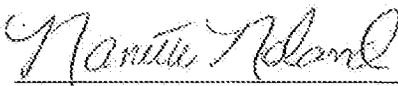
19. Binding Effect; Assignment. All of the terms, covenants, representations, warranties and conditions of this Bank Merger Agreement are binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors, representatives and permitted assigns. Nothing expressed or referred to herein is intended or is to be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Bank Merger Agreement, or any provision herein contained, it being the intent of the parties hereto that this Bank Merger Agreement, the assumption of obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole benefit of the parties to this Bank Merger Agreement and for the benefit of no other person, except as expressly provided for herein. Nothing in this Bank Merger Agreement will act to relieve or discharge the obligation or liability of any third party to any party to this Bank Merger Agreement, nor will any provision give any third party any right of subrogation or action over or against any party to this Bank Merger Agreement, except as expressly provided for herein. No party to this Bank Merger Agreement will assign this Bank Merger Agreement, by operation of law or otherwise, in whole or in part, without the prior written consent of the other party. Except as provided for in the preceding sentence, any assignment made or attempted in violation of this Section is void and of no effect.

[BF Bank Directors' Signature Page to Bank Merger Agreement]

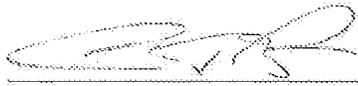
IN WITNESS WHEREOF, the undersigned directors, constituting a majority of the board of directors of BF Bank, have caused this Bank Merger Agreement to be duly executed and delivered all as of the day and year first written above.

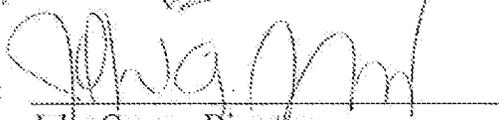
BUSINESS FIRST BANK,
a Louisiana state bank

By: 
Lloyd Benny Alford, Director

By: 
Nanette Noland, Director

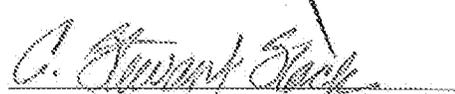
By: 
John Martindale Engquist, Director

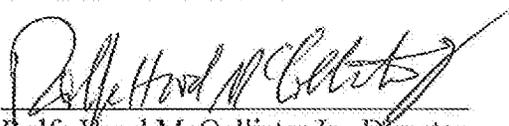
By: 
Arthur Price, Director

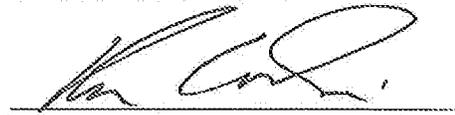
By: 
John Graves, Director

By: 
Faye K. Shamieh, Director

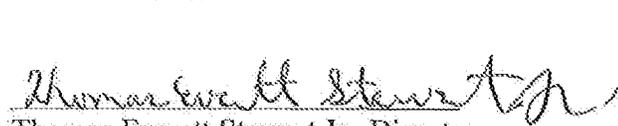
By: 
Robert S. Greer Jr., Chairman

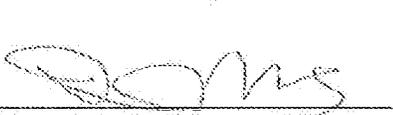
By: 
Stewart Slack, Director

By: 
Rolfe Hood McCollister Jr., Director

By: 
Kenneth Smith, Director

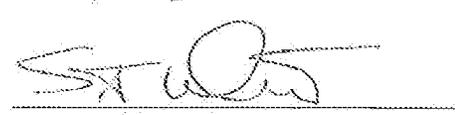
By: 
Andrew D. McLindon, Director

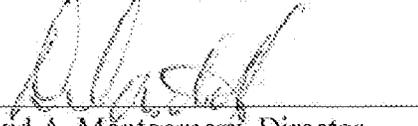
By: 
Thomas Everett Stewart Jr., Director

By: 
David R. Melville III, Director

By: 
Aubrey Temple, Director

By: 
Patrick E. Mockler, Director

By: 
Steve White, Director

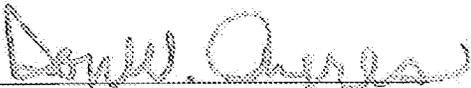
By: 
David A. Montgomery, Director

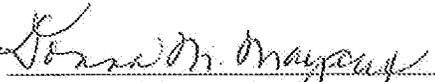
By: 
Robert Yarborough, Director

[AG Bank Directors' Signature Page to Bank Merger Agreement]

IN WITNESS WHEREOF, the undersigned directors, constituting a majority of the board of directors of AG Bank, have caused this Bank Merger Agreement to be duly executed and delivered all as of the day and year first written above.

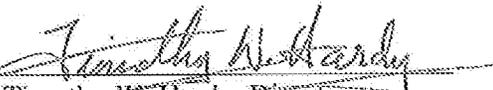
AMERICAN GATEWAY BANK,
a Louisiana state bank

By: 
Don W. Ayres, Director

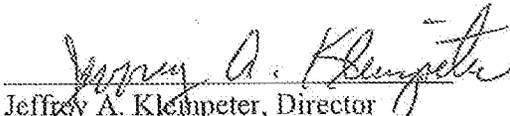
By: 
Donna M. Mayeux, Director

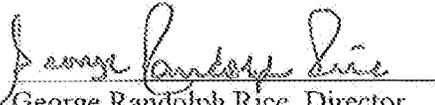
By: 
John A. Berthelot, Director

By: _____
Mark D. Murrell, Director

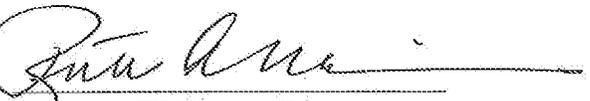
By: 
Timothy W. Hardy, Director

By: 
N. LaRon Phillips, Director

By: 
Jeffrey A. Klempeter, Director

By: 
George Randolph Rice, Director

By: 
David L. Laxton III, Chairman

By: 
Ruth Ann Wilkinson, Director

[AG Bank Directors' Signature Page to Bank Merger Agreement]

IN WITNESS WHEREOF, the undersigned directors, constituting a majority of the board of directors of AG Bank, have caused this Bank Merger Agreement to be duly executed and delivered all as of the day and year first written above.

AMERICAN GATEWAY BANK,
a Louisiana state bank

By: Don W. Ayres
Don W. Ayres, Director

By: Donna M. Mayeux
Donna M. Mayeux, Director

By: John A. Berthelot
John A. Berthelot, Director

By: Mark D. Murrell
Mark D. Murrell, Director

By: Timothy W. Hardy
Timothy W. Hardy, Director

By: N. LaRon Phillips
N. LaRon Phillips, Director

By: Jeffrey A. Klempeter
Jeffrey A. Klempeter, Director

By: George Randolph Rice
George Randolph Rice, Director

By: David L. Laxton III
David L. Laxton III, Chairman

By: Ruth Ann Wilkinson
Ruth Ann Wilkinson, Director

SECRETARY'S CERTIFICATE OF SHAREHOLDER APPROVAL

1. I hereby certify that I am the Secretary of Business First Bank, a Louisiana state bank, located in the City of Baton Rouge, State of Louisiana ("BF Bank") and that I have been duly appointed and am presently serving in that capacity.
2. I further certify that by written consent dated July 23, 2014, the sole shareholder of BF Bank adopted and approved the forgoing Bank Merger Agreement.

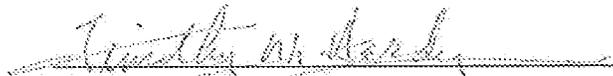
IN WITNESS WHEREOF, I have executed this certification on this 23rd day of July, 2014.

Seana M. Borden
Secretary

SECRETARY'S CERTIFICATE OF BOARD AND SHAREHOLDER APPROVAL

1. I hereby certify that I am the Secretary of American Gateway Bank, a Louisiana state bank, located in the City of Baton Rouge, State of Louisiana ("AG Bank") and that I have been duly appointed and am presently serving in that capacity.
2. I further certify that the Board of Directors of AG Bank and the sole shareholder of AG Bank adopted and approved the forgoing Bank Merger Agreement pursuant to resolutions duly adopted on July 23, 2014.

IN WITNESS WHEREOF, I have executed this certification on this 23rd day of July, 2014.

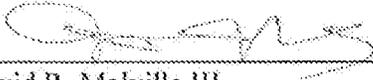


Timothy W. Hardy, Secretary

[CEO's Signature Page to Bank Merger Agreement]

IN WITNESS WHEREOF, BF Bank and AG Bank have caused this Bank Merger Agreement to be executed by their duly authorized officers as of the date first above written, and the officers of each such bank have hereunto subscribed their names.

BUSINESS FIRST BANK,
a Louisiana state bank

By: 

David R. Melville III
President and Chief Executive Officer

AMERICAN GATEWAY BANK,
a Louisiana state bank

By: _____
Don W. Ayres
President and Chief Executive Officer

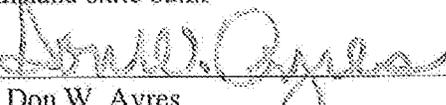
[CEO's Signature Page to Bank Merger Agreement]

IN WITNESS WHEREOF, BF Bank and AG Bank have caused this Bank Merger Agreement to be executed by their duly authorized officers as of the date first above written, and the officers of each such bank have hereunto subscribed their names.

BUSINESS FIRST BANK,
a Louisiana state bank

By: _____
David R. Melville III
President and Chief Executive Officer

AMERICAN GATEWAY BANK,
a Louisiana state bank

By: 
Don W. Ayres
President and Chief Executive Officer

ACKNOWLEDGEMENT

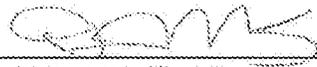
STATE OF LOUISIANA §
PARISH OF EAST BATON ROUGE §

On this the 23rd day of July, 2014, before me, the undersigned authority, personally came and appeared David R. Melville III, to me personally known, who, being by me duly sworn, declared and acknowledged before me and the undersigned competent witnesses, that he is the President and Chief Executive Officer of Business First Bank, a Louisiana state bank ("BF Bank"), and that in such capacity he was duly authorized to and did execute the foregoing Bank Merger Agreement on behalf of BF Bank for the purposes therein expressed and as his and BF Bank's free act and deed.

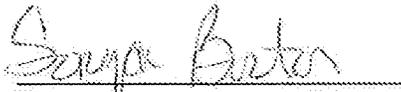
WITNESSES:



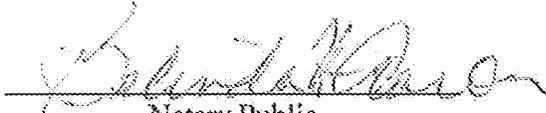
Name: Ann Walton
(Please print)



David R. Melville III



Name: Sonya Burton
(Please print)



Notary Public

My Commission Expires: _____ **Belinda H. Aaron**
Notary Public #50530
My Commission Is For Life

ACKNOWLEDGEMENT

STATE OF LOUISIANA §

PARISH OF EAST BATON ROUGE §

On this the 25th day of July, 2014, before me, the undersigned authority, personally came and appeared Don W. Ayres, to me personally known, who, being by me duly sworn, declared and acknowledged before me and the undersigned competent witnesses, that he is the President and Chief Executive Officer of American Gateway Bank, a Louisiana state bank ("AG Bank"), and that in such capacity he was duly authorized to and did execute the foregoing Bank Merger Agreement on behalf of AG Bank for the purposes therein expressed and as his and AG Bank's free act and deed.

WITNESSES:

Terre Bidwell

Name: TERRE BIDWELL
(Please print)

Don W. Ayres

Name: Don W. Ayres
(Please print)

Jawb Kentrow

Name: Jawb Kentrow
(Please print)

L.C. Kentrow
Notary Public Bar Roll No. 7620

My Commission Expires: at death