

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** (the “Agreement”), is made and entered into this _____ day of November, 2016, A.D., by and among the **VILLAGE OF ROMEOVILLE**, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Romeoville”), and **FLEXIBLE PAVEMENT, RP, INC.**, (hereinafter referred to as “Developer”). The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Developer is the owner of the property legally described on Exhibit “A” attached hereto and incorporated herein by reference. The property described on Exhibit “A” is sometimes hereinafter referred to as the “Subject Property”; and

WHEREAS, the Subject Property is zoned and classified within the M-1 Zoning District established by Chapter 159 of the Village Code of Ordinances; and

WHEREAS, the Subject Property consists of a lot presently surfaced with gravel, and containing (i) a metal shed measuring approximately 60 feet by 25 feet, (ii) two temporary portable office trailers, (iii) four metal storage containers, and (iv) an asphalt paved private road providing internal vehicle circulation within the Subject Property and ingress/egress to and from the Subject Property and Illinois Route 53 by means of an easement over and through the adjacent property, all as depicted on the survey attached hereto and by reference incorporated herein as Exhibit “B”; and

WHEREAS, the structures and improvements shown in Exhibit “B” may sometimes hereinafter be referred to as the “Existing Conditions”; and

WHEREAS, the Subject Property is presently leased to and occupied by Native Landscape Contractors LLC as a staging and storage yard, by Meade Electric as a storage yard, and by LCC Cable Communications, Inc. as a storage yard (collectively hereinafter referred to as “Tenant”); and

WHEREAS, the Subject Property, as occupied by the Tenant and as reflected in the Existing Conditions, is presently in violation of a number of provisions of the Village Code of Ordinances; and

WHEREAS, the aforementioned violations include the following violations, all of which may sometimes collectively be hereinafter referred to as the “Violations” and any one of which may be referred to individually as a “Violation”: (i) allowing unlicensed business(es), including the Tenant, to occupy and operate from the Subject Property, in violation of Chapter 43 of the Village Code of Ordinances, (ii) allowing vehicles and materials to be stored within the Subject Property on a surface other than asphalt or concrete and without striped parking stalls or spaces, in violation of Chapter 159.113(B)(2) of the Village Code of Ordinances, and without proper landscape screening thereof in violation of Chapter 159.113(B)(4) of the Village Code of Ordinances, (iii) allowing the use and occupancy of the Subject Property by business(es), including the Tenant, without an approved lighting plan, in violation of Chapter 159.80(L), (iv) allowing the development of the Subject Property, including the operation of business(es) thereon, including the Tenant, without first having the same approved by the Village, in violation of Village Ordinance Nos. 05-0283 and 05-0282, and Village Resolution No. 05-0439, (v) allowing the placement of structures and the conduct of activities as reflected by the Existing Conditions to occur within required yard setback areas, in violation of the provisions of Chapter 159.82(E)(7) of the Village Code of Ordinances, and (vi) allowing the business(es) occupying the Subject Property, including the Tenant, to maintain temporary buildings/trailers on the Subject Property for more than twenty four months, in violation of Chapter 159.67(B)(8) of the Village Code of Ordinances

WHEREAS, the Village has filed an ordinance violation complaint in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois, Case No. 15 OV 3114, which case is currently pending before the court to enforce the applicable provisions of the Village Code of Ordinances, to cause the Violations to be abated, and for such other and further relief as the court may deem just and proper; and

WHEREAS, Developer has represented to the Village that it is actively marketing the Subject Property for sale to prospective purchasers possessing the intent and the ability to redevelop the Subject Property with buildings, structures and uses in compliance with the Village Code of Ordinances, as evidenced by the listing agreement attached hereto and incorporated herein as Exhibit “C”

WHEREAS, Developer and Village acknowledge that the highest and best use of the Subject Property is for redevelopment, either separately or as part of an assemblage of other properties, by parties with the intent and ability to redevelop the Subject Property with buildings, structures and uses in compliance with the Village Code of Ordinances; and

WHEREAS, Developer further acknowledges and represents to the Village that at the present time, (i) it is not in position to so redevelop the Subject Property in full compliance with the applicable provisions of the Village Code of Ordinances, (ii) it is unable to obtain a reasonable return on the Subject Property under the applicable provisions of the Village Code of Ordinances without a particular hardship, (iii) that the location, size, topography, configuration, access and utility issues relating to the Subject Property presently prevent it from so obtaining a reasonable return on the Subject Property in compliance with the applicable provisions of the Village Code of Ordinances without undergoing a particular hardship and (iv) that pending the sale or redevelopment of the Subject Property or any adjoining tracts of property, the Existing Conditions within the Subject Property will not be detrimental to the public welfare or injurious to adjacent or neighboring tracts of property; and

WHEREAS, the Subject Property is generally located in a mature portion of the Village, characterized by the presence of a significant number of developments that have been in existence prior to many of the amendments to the Village Code of Ordinances providing for various upgrades in the standards to which the operation of commercial and industrial properties shall be held; and

WHEREAS, in an effort to accommodate the conduct of the current economic activity on the Subject Property pending the sale and ultimate redevelopment of the

Subject Property, the Village and the Developer desire, as a settlement and compromise of the litigation pending in Case No. 15 OV 3114, to establish certain interim and temporary compliance standards with respect to the Subject Property and the structures and uses located thereon, the intent of which standards shall be to ameliorate certain aspects or effects of the noncompliance reflected in the Existing Conditions on an interim and temporary basis.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Developer and Village hereby agree as follows:

Section 1: Incorporation of Recitals. The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement. Without otherwise limiting the generality of the preceding sentence, Developer acknowledges that its ongoing efforts to market the Subject Property as referenced in the recitals in the preamble hereto and its execution of a listing agreement as reflected in Exhibit “C” materially induced the Village to enter into this Agreement with Developer, and that Developer’s continued performance of such marketing efforts and its continued maintenance of a listing agreement as reflected in Exhibit “C” or substantially identical thereto are expressly acknowledged by the parties to be obligations of the Developer hereunder. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. All parties represent that they have full authority to enter into this Agreement pursuant to law.

Section 2: Disposition of OV Case. Developer acknowledges the existence of the ordinance violations and nonconformities constituting the “Violations” as hereinabove defined and that the existence of the same has subjected the Developer to prosecution therefor in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois, Case No. 15 OV 3114 (the “OV Case”). Subject to Developer’s construction and of the improvements and completion of the other corrective actions identified within Section 3 of this Agreement in accordance therewith, Village shall dismiss the OV Case without prejudice, provided, however, that at all times during the term of this Agreement,

(i) the Village shall retain the right to refile and reinstate the OV Case in the event that Developer shall at any time be in default of the terms of this Agreement, or if Developer shall violate any applicable provisions of the Village Code of Ordinances not addressed or provided for in this Agreement, and in connection therewith, Developer hereby expressly waives any and all defenses or objections to such refiling and reinstatement based on any applicable statute of limitations, laches or any other legal theory founded in whole or in part on the passage of time (which waiver shall expressly survive any termination of this Agreement), and (ii) in the event of such a refiling and reinstatement of the OV Case, this Agreement shall become null and void and of no further force or effect, without the necessity of other or further notice to the Developer in connection therewith. In addition, in the event that Developer conveys any interest in the Subject Property during the term of this Agreement, this Agreement shall terminate as of the effective date of such conveyance except as otherwise expressly provided for herein.

Section 3: Required Improvements and Corrective Actions. As a condition to the Village obligations to dismiss the OV Case pursuant to Section 2 hereof, Developer shall complete the following identified improvements and corrective actions, in the manner and to the extent hereinafter set forth:

A. Landscape Berming/Screening. On or before June 1, 2017, Developer shall complete and install a landscaped berm as depicted in the plan attached hereto and incorporated herein as Exhibit "D" prepared by Pizzo and Associates to provide screening of the Subject Property from view of persons present at or near Illinois State Route 53. The installation of such landscape berm shall comply with all applicable provisions of the Village Code of Ordinances.

B. Tenant Business License. Within fifteen (15) days of the date on which the Village Board shall have adopted a resolution authorizing the execution of this Agreement, Developer shall cause its Tenant to apply for a business license pursuant to the Village Code of Ordinances, and, provided that the Tenant fully complies with all applicable Village Code of Ordinances requirements pertaining thereto, the Village shall issue such business license to Tenant. In the event that the Tenant shall vacate the Subject Property during the term of this Agreement, the use and occupancy of the Subject Property by any subsequent tenant shall comply with the provisions of this Agreement

and the applicable provisions of the Village Code of Ordinances, and Developer shall prohibit any such subsequent tenant from occupying or using the Subject Property until such subsequent tenant obtains a business license from the Village. Without otherwise limiting the generality of the foregoing, Tenant's obligations to comply with the applicable ordinances of the Village in connection with the issuance of a business license to the Tenant specifically include the requirements that the two portable office trailers included within the Existing Conditions be provided with potable water and sanitary handwashing and toilet facilities as required by applicable laws and regulations (including but not limited to the provisions of Title 77, Part 890), and with adequate and legally compliant access and means of ingress and egress for persons with disabilities to and from such portable office trailers. Developer expressly acknowledges that the use of such portable office trailers must comply with all applicable laws and regulations including but not limited to those pertaining to potable water, toilet facilities and access for persons with disabilities, and that nothing herein shall be deemed to relieve the Developer and its Tenant from complying therewith. As an alternative to the remediation of the two (2) existing portable office trailers, Developer and/or its Tenant shall be permitted to discontinue the use of one (1) of such portable office trailers and to remove the same from the Subject Property, and to replace the portable office trailer so removed from the Subject Property with a metal storage container substantially equivalent to those depicted or described in Exhibit "B". The use of any such metal storage container shall in all respect be subject to the provisions of Section 3.H. of this Agreement. Developer and/or its Tenant shall complete all actions required to cause the issuance of the business license applied for hereunder not later than June 1, 2017.

C. Existing Haul Road. Developer, its Tenant, and any subsequent tenant shall be prohibited from using the haul road presently existing at or along the southwest boundary of the Subject Property, and Developer shall take such actions as may be reasonably required by the Village to prevent the use of the haul road by vehicles or equipment.

D. Lighting. Village accepts the installation of the lighting depicted on the plan attached hereto and incorporated herein as Exhibit "E" as satisfaction of Developer's obligation to provide lighting for the Subject Property as developed with the Existing

Conditions. Developer shall hereinafter during the term of this Agreement maintain the same in good operation and repair.

E. Intentionally Omitted.

F. Storm Sewer and Stormwater Management. Developer shall, on or before the third anniversary of the adoption of a resolution authorizing the execution of this Agreement by the Village Board, shall apply for and obtain final engineering approval from the Village for the construction of such storm sewer and stormwater management improvements as are required to bring the Subject Property into compliance with the applicable ordinances of the Village pertaining to stormwater management and stormwater related infrastructure, and thereafter, on or before the fifth anniversary of the adoption of a resolution authorizing the execution of this Agreement by the Village Board, shall cause all such storm sewer and stormwater management improvements reflected in the aforementioned final engineering approval from the Village to be constructed and installed in accordance with the terms and conditions of such final engineering approval.

G. Parking Area Striping. Developer shall, on or before December 1, 2016, cause the parking areas depicted in Exhibit "D" to be striped in accordance with the Village Code of Ordinances, and shall thereafter maintain such striping in good repair.

H. Use of Metal Shed/Metal Storage Containers. Developer acknowledges that the metal shed and metal storage containers depicted in Exhibit "B" are not served by the Village potable water system and lack any form of sprinkler or fire protection system. Accordingly, the use of such metal shed and metal storage containers shall be strictly limited to the storage of landscaping supplies and materials such as and similar in character to stakes, silt fencing, edging, hoses, unpowered hand tools, tarps and the like, and the use of such metal shed and metal storage containers for any other purpose whatsoever, including but not limited to the storage of any other materials including but not limited to gasoline, oil, any other forms of motor fuel, any other form of petroleum based product or substance, or any materials or substances deemed to be hazardous or dangerous under the provision of any applicable law or ordinance shall be prohibited. The aforesaid prohibition shall also expressly extend to the storage of powered equipment which uses, consumes or is fueled by any material or substance prohibited to be stored

within such metal shed or metal containers. The Village shall have the right hereunder to have access on reasonable notice to Developer's Tenant to inspect such metal shed and containers for the purposes of determining compliance with the foregoing provisions, and the right to compel the immediate removal of materials or equipment stored therein in violation of such foregoing provisions.

I. Extension of Corrective Action Deadlines. Developer and Village acknowledge that in the event that Developer enters into a bona fide contract for the sale of the Subject Property, some or all of the Violations may be abated in the ordinary course of the process of closing on the sale of the Subject Property, but potentially pursuant to deadlines other than those contemplated and required under Section 3 of this Agreement. In order to facilitate the potential closing on the sale of the Subject Property pursuant to a bona fide contract therefor, Village shall have the right (but not the obligation) at its sole and absolute discretion, by the written direction of the Village Manager, to extend the deadlines for corrective action to accommodate Developer's efforts to close the sale of the Subject Property, on such terms and conditions as it may deem necessary.

Section 4: Village Fees. Developer shall be responsible for and liable for all fees assessed or incurred under Village ordinances as the same may be established from time to time in connection with its use and development of the Subject Property.

Section 5: Compliance with Village Ordinances. Except as may be otherwise specifically set forth in this Agreement, all development of the Subject Property shall proceed in accordance and full compliance with all applicable ordinances, resolutions, codes and requirements of the Village, as the same may be amended or adopted from time to time. Without otherwise limiting or affecting the generality of the foregoing, the use and development of the Subject Property shall specifically be required to comply immediately and fully with all applicable Village ordinances in the event of any change in use or occupancy of the Subject Property existing as of the date hereof, it being acknowledged and understood by Developer that any relief granted hereunder by Village to such existing uses is granted in consideration of facilitating the continued operation and retention of existing Village businesses pending the contemplated redevelopment of the Subject Property, and that changes in such businesses, uses or occupancies

accordingly may deny the benefit of such consideration to the Village, thereby rendering appropriate the withholding of the relief otherwise contemplated by this Agreement.

Section 6: Reimbursement of Village Expenses. From and after the effective date of this Agreement, and upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the negotiation, enforcement and administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit as security for the completion of required roadway or other public improvements and the enforcement of this Agreement or any applicable ordinances of the Village by any administrative proceedings under the ordinances of the Village, or under any state statute or by any court action, including but not limited to prosecutions for violation of this Agreement or any such ordinances.

Section 7: General Provisions.

A. **Successors in Interest/Security for Public Improvements:** This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Developer, its successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of Developers and, as such, this Agreement and all exhibits hereto shall be recorded with the Recorder of Deeds of Will County, Illinois by the Village at the sole cost and expense of the Developer. Notwithstanding any assignment of this Agreement or any sale or conveyance of the Subject Property, unless the successor to or assignee of the Developer of all or a portion of the Subject Property shall have deposited and substituted its letter of credit as security for the construction, repair and maintenance of roadway or other public improvements with the Village, the Developer, shall keep its letter of credit for such security on deposit with the Village until

such time as the Developer or the successor to or assignee of the Developer has provided a substitute letter of credit.

B. Interest in Subject Property: Developer represents and warrants to the Village that Developer holds legal and/or equitable title to the Subject Property. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed except those persons listed below, if any:

C. Developer's Faithful Performance: In the event Developer defaults on all or any part of this Settlement Agreement, Developer shall be given a thirty (30) day period to cure said default. If Developer does not cure said default during the thirty (30) day cure period, the Village may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. Notwithstanding anything else herein to the contrary, in the event that Developer believes that an event of force majeure or some other cause similarly beyond the control of the Developer has prevented the Developer from performing as required hereunder, Developer may petition the Village Manager for an extension of the time to perform, but the granting of any such extension shall be at the sole discretion of the Village Manager.

D. No Waiver or Relinquishment of Right to Enforce Agreement: The failure of any party to this Settlement Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

E. Cumulative Remedies: Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefore shall arise.

F. Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law: Nothing herein contained is intended to relieve Developer of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Romeoville, except as expressly set forth herein. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include any other applicable laws and any amendments thereto, except as expressly set forth in this Agreement.

G. Singular and Plural: Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

H. Section Headings and Subheadings: All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

I. Recording: All ordinances, plats, and any other agreements and/or documents shall be recorded by the Village at the sole cost and expense of the Developer.

J. Term and Date of Agreement: The term of this Agreement shall be for five (5) years from the date of the approval of the execution hereof by the Corporate Authorities of the Village of Romeoville, or upon any sale or conveyance of the Subject Property, whichever shall first occur, unless otherwise sooner terminated in accordance with its terms. In the event of any termination of this Agreement for any reason, the Village shall have the immediate right to enforce its ordinances pertaining to any violation of the same then existing with respect to the use being made of the Subject Property or the condition of the Subject Property, in the same manner and to the same extent as if this Agreement had never existed or been entered into by the parties, and provided further, that the provisions of this sentence shall survive any termination of this Agreement. The use of the phrase, "term of this Agreement", or similar words or phrases in this Agreement, shall include any extension of this Agreement.

K. Developer's Construction Activities: The Developer agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, except those which are conducted by the Village or the Village's employees or agents from which the Village agrees to defend and hold Developer harmless.

L. Indemnification: In the event that, as a result of this Agreement, or actions taken as required hereunder, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Developer and the Village or litigation, arbitration or other proceeding between the Village, Developer and another municipality, Developer agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of the Developer hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. Developer shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect, and the Village shall join in any such appeal taken by the Developer.

M. Public Improvements: Unless otherwise provided herein, the construction and installation of all public improvements required or contemplated hereby shall conform to and be in compliance with the Village ordinances then in effect at the time of the construction and installation of the same.

N. Intentionally Omitted.

O. Actions by Parties/Right to Cure: In the event of an alleged default on all or any part of this Settlement Agreement, prior to and as a condition of instituting legal proceedings, the non-defaulting party shall give the defaulting party specific written

notice of such default, in the manner provided herein. The alleged defaulting party shall have thirty (30) days to cure said default. If the defaulting party does not cure said default during the thirty (30) day period, the non-defaulting party may take any and all steps necessary to address such default, including, but not limited to, instituting any necessary legal action. Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Settlement Agreement. The Village reserves the right to maintain an action to recover damages or any sums which Developer has agreed to pay pursuant to this Agreement and which have become due and remain unpaid. In the event the Village maintains such an action and judgment is entered in favor of the Village or the Village accepts a settlement, then the Village is entitled to repayment of its reasonable attorneys fees for prosecuting said action.

P. No Personal Liability of Corporate Authorities: The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

Q. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446
Attention: Village Manager

with a copy to:

Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road
Joliet, IL 60432

If to the Developer:

Flexible Pavement RP, Inc.
25 Alexander Circle, #2
Romeoville, IL 60446

with a copy to:

Mr. Patrick Considine

or to such other address as any party may from time to time designate in a written notice to the other party.

R. Amendments: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

S. Invalidity of any Provision: If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

T. Intentionally Omitted.

U. Cooperation: The Village and Developer hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the uses of the Subject Property, as contemplated by the provisions of this Agreement. Without otherwise limiting the generality of the foregoing, Developer specifically acknowledges and agrees that it shall cooperate with Village by entering into the Village's standard form private property traffic ordinance enforcement agreement or

private property common area enforcement agreement upon request therefor from the Village, and that it shall take all such steps as may be necessary (including but not limited to the recordation of appropriate restrictive covenants against the property) to ensure that all sales and use taxes imposed by the State of Illinois with respect to the conduct of any business that is now or may hereinafter be lawfully developed within or conducted from the Subject Property shall be deemed to have resulted from and to have been generated within the corporate limits of the Village, so as to facilitate the Village's receipt of such distributive share thereof from the State of Illinois as it may be entitled to from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

VILLAGE OF ROMEOVILLE,
a municipal corporation,

By: _____
Village President

Attest: : _____
Village Clerk

Developer:

Flexible Pavement RP, Inc.

By: _____

Attest: _____