

**EVERETT SCHOOL DISTRICT NO. 2**

**RESOLUTION NO. 1154**

**Real Estate Purchase and Sale Agreement**

A resolution of the Board of Directors (the "Board") of Everett School District No. 2 (the "District") to purchase real property for the construction of new school facilities.

**WHEREAS**, the District has identified a need for additional real property for school purposes; and

**WHEREAS**, Creekside Investment Group, LLC (the "Seller"), own property (the "Property") legally described on Exhibit A, and the Property appears suitable for the District's use for such purposes; and

**WHEREAS**, the District's Superintendent and the Seller have executed a Real Estate Purchase and Sale Agreement (the "Agreement"), subject (among other things) to the Board's consideration and ratification, for the District to purchase the Property, subject to and in accordance with the remaining terms of the Agreement, for a purchase price of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00); and

**WHEREAS**, the terms of the Agreement are consistent with applicable law, with the District's decision to purchase subject to the contingencies set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** that the Board ratifies the Superintendent's execution of the Agreement, and hereby authorizes and directs the Superintendent to acquire the Property for One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00), subject to and in accordance with the terms of the Agreement;

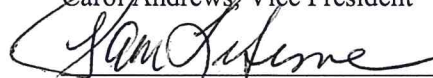
**AND FURTHER RESOLVED** that the Board hereby authorizes and directs the Superintendent or his authorized designee, on behalf of the District to do such other and further things in furtherance of this Resolution as may be necessary or appropriate to conclude the Purchase.

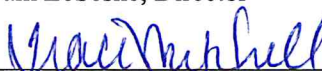
**ADOPTED** this 5<sup>th</sup> day of July 2017 and authenticated by the signatures affixed below.

**BOARD OF DIRECTORS:**


\_\_\_\_\_  
Caroline Mason, President

  
\_\_\_\_\_  
Carol Andrews, Vice President

  
\_\_\_\_\_  
Pam LeSesne, Director

  
\_\_\_\_\_  
Traci Mitchell, Director

ATTESTED BY:

  
\_\_\_\_\_  
Gary D. Cohn  
Secretary, Board of Directors

\_\_\_\_\_  
Ted Wenta, Director



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**PARCEL 270509-004-010-00**

The West half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 27 North, Range 5 East W.M.

Except the West 2/5 thereof;  
And Except the county road along the North side thereof.

Situate in the County of Snohomish, State of Washington.

**PARCEL 270509-004-011-00**

The West 2/5 of the West half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 27 North, Range 5 East W.M.

Except the county road along the North side thereof.

Situate in the County of Snohomish, State of Washington.



## REAL ESTATE PURCHASE AND SALE AGREEMENT

Everett, Washington

4.12.2017, 2017 (the "Effective Date")

EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation of the State of Washington ("Purchaser"), hereby agrees to purchase, and CREEKSIDE INVESTMENT GROUP, LLC ("Seller"), hereby agrees to sell, the real estate located in Snohomish County, Washington and more particularly described on EXHIBIT A attached hereto and incorporated herein by this reference ("Property").

### AGREEMENT

In consideration of the foregoing and the performance of the mutual covenants herein contained, Seller and Purchaser agree as follows:

#### 1. Earnest Money

Purchaser will deposit a refundable earnest money note in the form of EXHIBIT B attached hereto with Chicago Title, 3002 Colby Avenue, Suite 200, Everett, WA 98201 ("Escrow Company") in the amount of Fifty-Five Thousand Dollars (\$55,000) within ten (10) days following the Effective Date ("Earnest Money"). Within seven (7) days of Purchaser's satisfaction with or waiver of the Feasibility Study Contingency (defined below), the earnest money note shall be paid and the Earnest Money shall become nonrefundable absent a default by Seller. Any interest earned on the Earnest Money shall be credited against the Purchase Price or returned to Purchaser, as the case may be.

#### 2. Title to Property

Seller shall remove all monetary liens and encumbrances from the title at or prior to closing, including but not limited to deeds of trust, mortgages, real estate contracts, judgments, liens and assessments. In addition, the title of Seller at closing is to be free of all other encumbrances or defects, except encumbrances and defects approved in writing by Purchaser within thirty (30) business days after the later of (i) Purchaser's receipt of a preliminary title commitment for the Property; or (ii) the Effective Date. Encumbrances to be discharged by Seller may be paid out of the purchase price at closing.

#### 3. Personal Property

There is no personal property included with the sale of the Property.



#### **4. Purchase Price**

The total purchase price for the Property is One Million One Hundred Thousand Dollars (\$1,100,000) (the "Purchase Price"), of which the Earnest Money is a part. The Purchase Price, including Earnest Money, shall be paid to Seller in cash through escrow.

#### **5. Title Insurance**

Purchaser has obtained a preliminary commitment for title insured by Chicago Title Company ("Title Company") showing the condition of Seller's title to the Property. Seller shall deliver to Purchaser at closing an owner's ALTA standard coverage policy of title insurance in the amount of the Purchase Price insuring Purchaser's title, subject to no exceptions other than the exceptions set forth in Section 2 above. If title is not insurable as provided above and cannot be made so insurable by the intended closing date of this Agreement, the Earnest Money shall be refunded and all rights of Purchaser terminated; provided, however, Purchaser may waive defects and elect to purchase.

#### **6. Feasibility Study Contingency**

(a) On or before the date that is ninety (90) days following the Effective Date (such period, as may be extended as set forth in subsection (b) below, the "Feasibility Study Period"), Purchaser shall conduct a review with respect to the Premises and satisfy itself with respect to the condition of and all other matters related to the Premises and its suitability for Purchaser's intended use including, without limitation, Purchaser's ability to obtain financing for the Premises, Purchaser's ability to obtain any zoning approvals, building permits, use permits, environmental approvals, and any other governmental approvals necessary for Purchaser's intended use of the Property (the "Feasibility Study"). The Feasibility Study may include all inspections and studies Purchaser deems necessary or desirable, in its sole discretion. Purchaser and Purchaser's agents, representatives, consultants, lenders, architects and engineers will have the right, from time to time, upon 24-hour advanced notice to Seller, from and after the date of this Agreement to enter onto the Premises and make borings and conduct any other tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Premises for Purchaser's intended use. Such tests and inspections are to be performed in a manner not unreasonably disruptive to Seller's use and enjoyment of the Premises. Purchaser shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances, arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

(b) Purchaser shall have the right to terminate this Agreement if, in Purchaser's sole discretion, the Premises are not suitable for Purchaser's intended use

or does not meet Purchaser's intended project objectives. Purchaser's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. If Purchaser does not complete the purchase, Purchaser shall return the Premises as near as is reasonably practicable to its condition immediately prior to Purchaser's entry. If Purchaser terminates this Agreement pursuant to this Section 6(c), the Earnest Money will be returned to Purchaser, this Agreement will terminate, and Seller and Purchaser will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Purchaser's obligations to indemnify Seller under this Section 6.

#### **7. Conveyance of Title**

Seller shall convey good and merchantable title to Purchaser at closing by statutory warranty deed, subject only to matters specified in Section 2 hereof.

#### **8. Risk of Loss**

Seller shall deliver the Property to Purchaser at closing in the same condition existing as of the date hereof. Risk of loss of or damage to the Property shall be borne by Seller until the date of closing. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement and the earnest money shall be refunded; provided, however, that Purchaser shall not terminate this Agreement if Seller agrees in writing to restore the Property substantially to the present condition by the date of closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of loss of or damage to all or a portion of the Property, Purchaser may elect to purchase the Property in the condition existing on the date of closing, and the Purchase Price shall be reduced by an amount equal to the proceeds paid or payable under any policies of insurance carried by Seller.

#### **9. Condemnation**

In the event that the Property are or become the subject of a condemnation proceeding, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller on or before the date fixed for closing, in which event Purchaser's obligations hereunder shall be null and void and of no further effect and Purchaser's earnest money deposit shall be returned to Purchaser. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller at or prior to closing with respect to any taking and at closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Seller agrees to notify Purchaser of eminent domain



proceedings as soon as practicable (and in any event within ten (10) days) after Seller learns thereof.

**10. Possession**

Purchaser shall be entitled to possession upon closing.

**11. Broker/Commissions**

Each party represents to the other that it has engaged no other broker or agent in connection with the negotiations leading to this Agreement. If any claims for brokerage commissions or finder's fees or like payments arise out of or in connection with this transaction, all such claims and costs including reasonable attorney fees shall be defended by, and if sustained, paid by, the party whose alleged actions or commitment form the basis of such claims.

**12. Closing Agent**

The sale shall be closed in escrow in the office of Escrow Company on a mutually agreeable date within thirty (30) days following satisfaction or waiver of contingencies, which shall be the termination date of this Agreement. Purchaser and Seller shall, on demand, deposit in escrow with the closing agent all instruments and monies necessary to complete the sale in accordance with this Agreement.

**13. Prorations of Taxes, etc.**

Taxes for the current year, interest and rents shall be prorated as of closing.

**14. Closing Costs**

Seller shall pay the following closing costs:

- (a) Premium for a standard form owner's policy of title insurance in the face amount of the Purchase Price;
- (b) State of Washington real estate excise taxes, if any; and
- (c) Cost of recording the deed.

Purchaser shall pay the additional cost, if Purchaser elects, for an extended coverage policy of title insurance or other endorsements requested by Purchaser to the standard form owner's title insurance policy.

Seller and Purchaser shall equitably share in Closing Agent's escrow fee and all other closing costs.



## **15. Seller's Representations and Warranties**

Seller represents and warrants to Purchaser that:

- (a) The execution and delivery of this Agreement by Seller, and the consummation of the transaction contemplated hereby, has been duly authorized by all necessary action on the part of Seller, and such documents constitute valid and enforceable obligations of Seller legally enforceable in accordance with their terms;
- (b) Seller has received no notice from any governmental authority that the Property, or any part thereof, is in violation of any law or regulation applicable to the Property, and Seller has no knowledge of any facts which might be a basis for any such notice;
- (c) Seller has no knowledge of any obvious or nonobvious defects in the Property or any portion thereof;
- (d) All persons and corporations supplying labor, materials, equipment, services or other items to the Property have been paid, and there are no claims or liens therefor;
- (e) No local improvement district assessments, payable in annual installments or otherwise, have been made against the Property which are unpaid;
- (f) There are no actions, suits, claims or legal proceedings or any other proceedings affecting the Property, at law or equity, before any court or governmental agency;
- (g) Seller has no knowledge of any pending changes in real estate taxation with respect to the Property, including any planned assessments affecting the Property or changes to the assessed value of the Property or any pending or threatened condemnation actions with respect to the Property;
- (h) Seller has good, indefeasible, insurable and marketable title to the Property in fee simple;
- (i) Seller has not failed to disclose to Purchaser any material adverse fact or condition affecting Seller or the Property which would affect the transaction contemplated by this Agreement;
- (j) Seller is not in default or breach under any agreement, contract, or other document or matter which affects the Property;

(k) The Property and any improvements thereon, to the best of Seller's knowledge, do not materially violate any applicable building or zoning ordinances and Seller is unaware of any material defect in the Property or improvements thereon;

(l) Seller has no knowledge of any release(s) of "Hazardous Substances," as defined below, on the Property during the prior twenty (20) years;

(m) The Property are free of the presence of Hazardous Substances; the Property have not at any time been used for the generation, transportation, management, handling, treatment, storage, manufacture, emission, disposal or deposit of any Hazardous Substances or material containing Hazardous Substances; and the Property are in compliance with all environmental laws, however and wherever promulgated;

(n) No Hazardous Substances have been deposited, stored or treated on the Property by Seller or any of Seller's agents during Seller's ownership, and Seller is not and has not been a transporter, operator or generator of Hazardous Substances; and

(o) Seller has no knowledge of any underground storage tanks on the Property, including, without limitation, abandoned or empty tanks or tanks filled with inert substances such as sand.

"Hazardous Substances" means any industrial waste, toxic waste, chemical contaminant or other substance considered hazardous to life, health or property, including, without limitation, any substance designated as hazardous or toxic under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Safe Water Drinking Act, 42 U.S.C. § 300F, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, the Hazardous Waste Management Statute, Chapter 70.95 RCW, the Hazardous Waste Fee Statute, Chapter 70.105A RCW, any "mini-superfund" or other statutes enacted by the Washington Legislature, including, without limitation, Chapter 70.105B RCW and any substance defined as hazardous, dangerous or toxic by any governmental authority with jurisdiction over the Property.

Should any of the foregoing representations or warranties prove to be untrue or inaccurate, Seller hereby agrees, to the fullest extent permitted by applicable law, to release, defend, indemnify and hold harmless Purchaser (and Purchaser's officers, directors, shareholders, agents, employees, and representatives) and their successors and assigns from and against any and all claims, demands, costs, penalties, fees, expenses, harm, injury, damages or liability (including, but not limited to, attorneys' fees) arising directly or indirectly on account of or in connection with the facts and



circumstances giving rise to the untruth or inaccuracy of such representations and warranties.

#### **16. Assignment of Warranties**

Seller hereby assigns to Purchaser, without recourse to Seller, all builders' and manufacturers' warranties with respect to the Property and the improvements thereon.

#### **17. Contingencies**

This sale is conditioned upon the following:

(a) That at the time of the making and delivery of the deed conveying the Property to Purchaser, the grantor in said deed shall be lawfully seized of an indefeasible estate in fee simple in and to the Property therein described, and shall have good right and full power to convey the same; that the Property shall then be free from all encumbrances; that Purchaser, its successors and assigns, shall have and enjoy the quiet and peaceable possession of the Property; and that Seller will defend the title thereto against all persons who may lawfully claim the same;

(b) Purchaser's receipt of documentation of a professional inspection of the Premises, conducted pursuant to Section 6 above, for hazardous and dangerous materials and wastes in form and content satisfactory to Purchaser in its sole discretion; and

(c) Purchaser's: (i) receipt (at Purchaser's expense) of a market value appraisal of the Property by a professionally designated real estate appraiser (as defined in RCW 74.46.020), to be selected by Purchaser's board of directors; and (ii) determination, upon review of such appraisal, that the terms and conditions of this Agreement are consistent with applicable law.

(d) Purchaser's receipt of documentation of a professional feasibility study of the Purchaser's plans for improvements to the Premises, prepared pursuant to Section 6 by Purchaser's experts or consultants at Purchaser's sole cost, in form and content satisfactory to Purchaser in its sole discretion;

(e) Purchaser's receipt of documentation of a professional study and delineation of wetlands located on or near the Premises, prepared by Purchaser's experts pursuant to Section 6, at Purchaser's sole cost, in form and content satisfactory to Purchaser in its sole discretion.

(f) Satisfaction of any and all requirements under State and municipal statutes and regulations for the purchase of real property by school districts; and



(g) Receipt of approval from the Board of Directors of Everett Public Schools to purchase the Property, upon the Board's determination that the terms and conditions of this Agreement are consistent with applicable law and that the purchase of the Property in accordance with such terms and conditions is in the best interests of the school district.

#### **18. Default**

Time is of the essence of this Agreement. In the event Purchaser fails, without legal excuse, to complete the purchase of the Property, the Earnest Money, shall be forfeited to Seller as the sole and exclusive remedy available to Seller for such failure. If Seller fails to perform any covenant or agreement which Seller is obligated to perform under this Agreement and such failure continues for five (5) days following written notice of such failure by Purchaser, the Purchaser may elect to (a) recover damages or (b) specifically enforce this Agreement. In the event of any litigation between the parties under this Agreement (including, without limitation, litigation concerning entitlement to the Earnest Money), the prevailing party shall be entitled to reasonable attorneys' fees and court costs through all trial and appellate levels. The provisions of this paragraph shall survive the closing and any termination of this Agreement.

#### **19. Nonmerger**

The provisions of this Agreement shall not be deemed merged into the deed but shall survive the closing and continue in full force and effect.

#### **20. Notices**

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, addressed as set forth below:

- (a) All notices to be given to Seller shall be addressed as follows:

Larry Kiel  
Creekside Investment Group, LLC  
12728 Bothell-Everett Hwy - Ste. 102  
Everett, WA 98208

- (b) All notices to be given to Purchaser shall be addressed as follows:

Everett School District No. 2  
3900 Broadway  
Everett, WA 98201  
Attn: Michael T. Gunn

with a copy to:

Perkins Coie LLP  
The Puget Sound Energy Building  
10885 NE 4th Street, Suite 700  
Bellevue, WA 98004  
Attn: R. Gerard Lutz

Either party hereto may by proper notice to the other designate such other address for the giving of notices as deemed necessary. All notices shall be deemed given on the day such notice is personally served or on the third day following the day such notice is mailed in accordance with this section.

## **21. Governing Law**

This Agreement shall be construed according to the laws of the State of Washington.

## **22. Foreign Investment in Real Property Tax Act**

The parties agree to comply in all respects with Internal Revenue Code Section 1445 and the regulations issued thereunder, hereinafter referred to as the "Regulations." If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Purchaser through an escrow nonforeign certificate, properly executed and in form and content as attached hereto, marked EXHIBIT C and incorporated herein by reference. If Seller is a "foreign person" or fails or refuses to deliver the nonforeign certificates as indicated above, or Purchaser receives notice, or has actual knowledge that any such nonforeign certificate is false, a tax equal to ten percent (10%) of the Purchase Price shall be withheld through escrow and paid by escrow agent to the Internal Revenue Service in the manner prescribed by the Regulations, unless such withholding is reduced or excused in the manner prescribed by the Regulations.

In the event of any such withholding, Seller's obligations to deliver title hereunder shall not be excused or otherwise affected. The provisions of this section shall survive the closing hereunder.

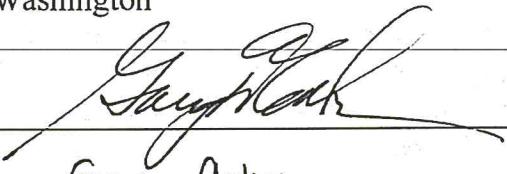
## **23. Negotiation and Construction**

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above set forth.

**Purchaser:**

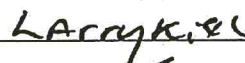

EVERETT SCHOOL DISTRICT NO. 2,  
a municipal corporation of the State  
of Washington

  
By: Gary Cohn  
Its: Superintendent

The undersigned Seller on this 4 day of 12, 2017 hereby approves and accepts the offer set forth and agrees to carry out all terms thereof on the part of the Seller.

**Seller:**

LARRY KIEL  
CREEKSIDE INVESTMENT GROUP, LLC

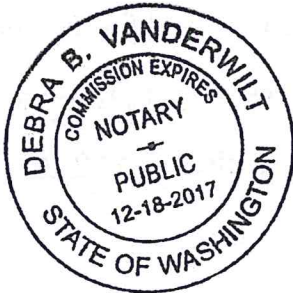
  
By:   
Its: member



STATE OF Washington )  
 ) ss.  
COUNTY OF Snohomish )

On this 13<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Cohn, to me known to be the person who signed as Superintendent of EVERETT SCHOOL DISTRICT NO. 2, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Debra B. Vanderwilt  
(Signature of Notary)

Debra B. Vanderwilt  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Everett.  
My appointment expires: 12/18/17.

STATE OF Washington )  
COUNTY OF Snohomish ) ss.

On this 12 day of April, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Kiel, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as he free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Heidi Espe  
(Signature of Notary)

Heidi Espe  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Stanwood.

My appointment expires: 9-11-20.

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

#### **PARCEL 270509-004-010-00**

The West half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 27 North, Range 5 East W.M.

Except the West 2/5 thereof;

And Except the county road along the North side thereof.

Situate in the County of Snohomish, State of Washington.

#### **PARCEL 270509-004-011-00**

The West 2/5 of the West half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 9, Township 27 North, Range 5 East W.M.

Except the county road along the North side thereof.

Situate in the County of Snohomish, State of Washington.



**EXHIBIT B**

**EARNEST MONEY NOTE**

\$ \_\_\_\_\_

Everett, Washington

\_\_\_\_\_, 201\_\_

FOR VALUE RECEIVED, the undersigned promises to pay to Chicago Title for the account of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$00.00) with no interest thereon, payable as follows:

Upon demand, five (7) days after the undersigned's satisfaction with or waiver of the contingencies set forth in that certain Earnest Money Receipt and Agreement for Real Property dated \_\_\_\_\_, 201\_\_ between \_\_\_\_\_ as Seller and the undersigned as Purchaser.

This Note shall bear interest at the rate of \_\_\_\_\_ (X%) per annum, if not paid seven (7) days after demand as above provided. If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this Note, the undersigned promises to pay reasonable attorneys' fees incurred thereby.

EVERETT SCHOOL DISTRICT NO. 2,  
a municipal corporation of the  
State of Washington

[Exhibit Only--Do Not

Sign]

By:

\_\_\_\_\_  
\_\_\_\_\_

Its:

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT C

### NONFOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon my disposition of a U.S. real property interest, I, \_\_\_\_\_, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identifying number (Social Security number) is \_\_\_\_\_; and
3. My home address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification, and to the best of my knowledge and belief it is true, correct and complete.

\_\_\_\_\_  
[Exhibit Only--Do Not Sign]

Date \_\_\_\_\_

