

CONTRACT FOR PURCHASE AND SALE
OF LOW RENT HOUSING PROJECT NO. LC -36

between

PUBLIC HOUSING ADMINISTRATION

and

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO

THIS AGREEMENT made and entered into as of the 1st day of January, 1951, (herein called the "Date of the Contract"), by and between the Housing Authority of the City of Caldwell, Idaho (herein called the "Local Authority"); a body corporate and politic organized and existing under the laws of the State of Idaho, and the PUBLIC HOUSING ADMINISTRATION (herein called the "PHA"), which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public Law No. 412, Seventy-fifth Congress (said act, as amended, being herein called the "Act"),

WITNESSETH

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

ARTICLE I

CONVEYANCE AGREEMENT

101. The Project.-- Subject to all the terms and provisions hereinafter set forth, the Local Authority hereby agrees to purchase from the PHA, and the PHA agrees to sell and convey to the Local Authority, all of its right, title and interest in and to the low-rent housing project, situated in the County of Canyon, State of Idaho, identified as follows:

Project No. LC-36, known as Caldwell Farm Labor Camp Farm Labor Camp, situated at Caldwell, Idaho and containing approximately 261 dwelling units;

All of said property is hereinafter referred to as the "Project".

There shall be included in said conveyance only such portions of the land comprising the site of the Project as the PHA shall deem necessary for the use and operation of the Project, and only such buildings, structures, improvements, utilities, equipment, fixtures, appurtenances and personal property located on said portions of land at the time of conveyance (as hereinafter provided).

The land to be included in said conveyance shall be further identified by plat or plats, which shall be furnished the Local Authority by the PHA within 6 months from the Date of the Contract.

The buildings, structures, improvements, utilities, equipment, fixtures, appurtenances and personal property to be included in said conveyance shall be identified in an inventory of said properties which shall be made by the parties at or about 30 days prior to said time of conveyance.

The PHA shall convey the Project on a "WHERE IS AND AS IS" basis, without warranty or guaranty as to quantity, quality, or location, by quitclaim instrument or instruments, subject to all outstanding exceptions, reservations and restrictions, affecting the Project on the date hereof, and subject to a reservation of fissionable materials.

The PHA's decision shall be final on any and all questions which may arise relating to the identity of the properties comprising the project and to be included in the conveyance.

102. Possession - Non-Accrual of Property Rights.-- Simultaneously with the execution of this Contract, and pending conveyance of the Project, or termination of this agreement, the PHA shall deliver the Project into the custody and possession of the Local Authority for purposes of management and operation in accordance with the terms and conditions of this Contract. The properties (including real, personal or mixed) so delivered to the Local Authority shall be inventoried by the parties and such inventory shall be signed by a representative of the Local Authority as evidence of receipt of such properties.

Neither such delivery of possession and custody, nor any other action taken by the PHA pursuant to this Contract (except actual conveyance by the PHA), nor any provision of this Contract, shall be construed as vesting in, or accruing to, the Local Authority any title, interest, equity, right or privilege in the Project, or permitting or causing any such title, interest, equity, right or privilege to so vest or accrue, until and unless conveyance is made hereunder, other than the right and privilege to manage and operate the Project as aforesaid.

In the event that land (including improvements thereon) is delivered into the custody and possession of the Local Authority pursuant to these provisions which is not included in the plat or plats of the land to be conveyed hereunder (as provided in paragraph 101 herein) such land (and improvements) shall be retained by the Local Authority for return to the PHA upon request, and such delivery, custody, and possession shall not be deemed to mean that such land (and improvements) will be included in the conveyance.

The period of custody and possession of the Project by the Local Authority commencing on the Date of the Contract and ending on March 31, 1952, shall be hereinafter referred to as the "Rehabilitation Period", and the immediately subsequent 20-year period, commencing on the first day of April 1952 and ending on the last day of March 1972, shall be hereinafter referred to as the "Interim Administration Period."

103. Payments to PHA.-- During the Rehabilitation Period the Local Authority shall account for and pay to the PHA (at the time hereinafter provided) as rental for the Project during such period an amount equal to (i) all income from the Project after the deduction of (ii) the amounts necessary for (a) reasonable and proper costs of management, operation, maintenance, and improvement of the Project; (b) payments in lieu of taxes not in excess of 10 % of shelter rents derived from the Project; (c) the establishment and maintenance of reasonable and proper reserves (as approved by PHA); and (d) the payment of currently maturing installments of principal and interest on any indebtedness incurred in connection with the Project by the Local Authority with the prior written approval of the PHA, such amount being herein called "Net Income".

During the Interim Administration Period the Local Authority shall account for and pay to the PHA (in installments and at the intervals as hereinafter provided) an amount equal to the Net Income (as hereinabove defined) from the Project during such period.

104. Consideration - Conveyance.-- The payment of the Net Income from the Project for the Interim Administration Period, the management and operation of the Project for such period in strict compliance with the terms and conditions of this Contract, and the performance of all other obligations of the Local Authority herein provided, shall constitute the consideration for conveyance of the Project, and upon such payment and performance, in accordance with the terms and conditions of this Contract, the PHA shall deliver its quitclaim deed and such other instruments as may be necessary to convey the Project to the Local Authority. Delivery of such deed and instruments shall be effected at such time and place as may be designated by the Local Authority in 30 days written notice to the PHA, provided that such date of delivery shall be subsequent to the date that the Local Authority has complied with all the terms and conditions of this Contract.

The Local Authority shall pay all costs of closing, including the cost of all Federal and State stamps required to be placed on the conveyance instruments, the cost of recording the same, all registration fees, all taxes levied on the

execution or the recordings thereof, and all costs for title certificates, title insurance or other like documents.

The FHA, at the time of closing, shall deliver to the Local Authority any abstracts, certificates or other evidence of title relating to the Project which it may then possess.

ARTICLE II

ADMINISTRATION OF THE PROJECT

201. Use of Project.-- The Local Authority shall use the Project for the sole purpose of providing low-rent housing accommodations to families and persons of low income and shall extend preference for occupancy in the Project to agricultural workers and their families.

202. Conditions of Occupancy.--

(A) The rents to be charged shall not be higher than the rents which such tenants can afford to pay, provided that due consideration may be given to the economic needs of the Project.

(B) The Local Authority shall not permit any person or family to occupy a dwelling accommodation in the Project until such person, or a member of the family, shall have executed a written lease or other rental agreement for such dwelling accommodation, which rental agreement, among other provisions, shall contain (i) an appropriate representation on the part of the tenant that such tenant, or a member of the tenant family, is engaged in agricultural work, or (ii) if no such representation is made, a covenant that such dwelling accommodation shall be promptly vacated and the rental agreement surrendered when and if such dwelling is needed to house agricultural workers and their families. Such rental agreement shall also provide that, in the event said tenant or member of the tenant family engaged in agricultural work ceases to be so engaged and no other member of said family is engaged in such work, the dwelling accommodation shall be promptly vacated when and if such dwelling is needed to house agricultural workers and their families.

203. Fiscal Year.-- The Local Authority shall adopt a Fiscal Year for the Project which shall consist of any period of twelve consecutive months beginning with any one of the following dates, namely, January 1, April 1, July 1, or October 1, which coincides with or first occurs after the commencement date of the Interim Administration Period; Provided, however, that the first Fiscal Year for the Project, in addition to said twelve month period, may also include the period from the commencement date of said Interim Administration Period to the beginning of any twelve month period commencing on another of the above specified dates previously adopted by the Local Authority as the fiscal year for another program, if any, administered by the Local Authority.

204. Operating Budgets.-- The Local Authority shall submit to the FHA for approval detailed Operating Budgets for the Project which shall govern the administration and management of the Project in accordance with the regulations of the FHA and this Section 204. Such budgets shall be presented on forms prescribed by the FHA and shall be accompanied by a full justification, in the form prescribed by the FHA, setting forth the work program and operating plan for the budget period, salary schedule, organization charts, and such other substantiating information and data as may be required by the FHA.

(A) Within ten days after the execution of this Contract the Local Authority shall submit a budget governing the administration and management of the Project for the Rehabilitation Period. Such budget shall include, among other things, the estimates of cost and methods of performance of improvement and repair work necessary to rehabilitate the Project.

(B) At least sixty days prior to the first day of each Fiscal Year, the Local Authority shall submit a budget which shall govern the administration of the Project for the next ensuing Fiscal Year.

The Local Authority shall not incur total expenses in excess of the total amount shown in the budget for the Project as approved by the FHA, or revised with the approval of the FHA, nor shall it incur expenses for Management, Operating Improvements, or for Miscellaneous Authority Expense in excess of the amounts shown in the approved budget for such items.

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205. Reserves.-- The Local Authority shall at all times maintain an adequate Operating Reserve for the Project in an amount approved by the PHA to the extent that income from operation of the Project will permit, provided that no reserves shall be maintained during the Rehabilitation Period; and provided further that such reserves, upon default of the Local Authority and repossession of the project by the PHA, shall revert to and become the property of the PHA.

206. Segregation of Funds and Accounts; Revolving Funds.-- At all times during the life of this Contract, the Local Authority shall maintain for the Project full and accurate books and records, as prescribed by the PHA, containing the classification of accounts required by the PHA, and shall otherwise conduct its business and affairs in such manner:

(A) That the accounts relative to the Project will be separate and distinct from all accounts of the Local Authority relative to any other project or enterprise developed, administered, or engaged in by the Local Authority;

(B) That such portion of the office and general administrative expenses of the Local Authority as is fairly chargeable to the Project can be readily determined; and

(C) That all income, reserves, and funds, from whatever source, received or held by or for the account of the Local Authority for purposes of, or in connection with, the administration of the Project will at all times be segregated and held in funds and bank accounts separate and distinct from all other funds and bank accounts of the Local Authority.

The Local Authority covenants that no portion of any of the rents, income, reserves, or funds, from whatever source, received or held by or for the account of the Local Authority for the purposes of, or in connection with, the administration of the Project will be used to pay any indebtedness, obligations, or liabilities incurred by the Local Authority in connection with any other project or enterprise developed, administered, or engaged in by it, or for any purpose other than the payment of the indebtedness, obligations, or liabilities properly incurred by the Local Authority in connection with the Project.

Nothing in this Contract contained, however, shall be construed to prevent the Local Authority from transferring such sums as the PHA may approve from the funds or accounts held in connection with the administration of the Project to a revolving fund from which disbursements may be made by the Local Authority for payment of items, chargeable in part to the Project and in part to any other low-rent housing project or projects of the Local Authority, which cannot be conveniently paid by separate checks drawn on each of the separate funds to which such items are in part chargeable. After making such transfers as above provided, the Local Authority may from time to time reimburse such revolving fund for such portion of the disbursement made therefrom which is chargeable to the Project.

207. Administration Fund.-- All deposits, revenue and income from any source received by the Local Authority from the operation, administration and management of the Project shall be deposited as frequently as necessary to prevent an accumulation of funds in excess of fidelity bond and insurance coverages, in one or more accounts (herein called the "Administration Fund") which shall be established in a bank (which is and shall continue to be a member of the Federal Deposit Insurance Corporation) under the terms of an Agreement to be entered into between the Local Authority and such bank in the form (to be known as the Administration Fund Agreement) which shall be provided by the PHA.

The Local Authority shall make withdrawals by check from the Administration Fund, subject to and in accordance with the current budget approved in accordance with Section 204 of this Contract, to pay all proper expenses of the Local Authority incurred in the operation, administration and management of the Project, and to pay such part of the Local Authority's miscellaneous overhead expense as is allocable to the Project.

If the PHA finds that one or more of the following conditions has or have occurred: (a) the depository of the Administration Fund is no longer a member of the Federal Deposit Insurance Corporation; (b) such depository has defaulted in the performance of any of its obligations under said Administration Fund Agreement; (c) the PHA for any reason deems the funds deposited by the Local Authority with said depository to be unsafe or insecure, then the PHA may require the Local Authority to withdraw all its funds immediately from such depository and to enter

into an Administration Fund Agreement, and to deposit such funds, with a new depository (which shall be a member of the Federal Deposit Insurance Corporation). The PHA may exercise its powers under the provisions of the Administration Fund Agreement to suspend withdrawals by the Local Authority, and may itself make withdrawals from the Administration Fund, if the Local Authority shall default in the performance or observance of any of the terms and conditions of this Contract; but after suspending withdrawals by the Local Authority, or itself withdrawing such funds, the PHA shall use the funds, as far as possible, to pay any obligations theretofore validly incurred by the Local Authority under the provisions of this Contract.

208. Payments in Lieu of Taxes.-- The Local Authority may make annual payments (herein called "Payments in Lieu of Taxes") to the taxing bodies in which the Project is situated in an aggregate amount which shall not exceed the amount of either (i) 10 per cent of the aggregate annual Shelter Rent, as herein defined, charged by the Local Authority in respect to the Project during the period for which such payment is made or (ii) the amount permitted to be paid by applicable State law, whichever is lower. The Local Authority may distribute the Payments in Lieu of Taxes among the taxing bodies in which the Project is located in such proportion as the Local Authority may determine; Provided, however, that no payment for any period shall be made to any taxing body in an amount which would exceed the amount of the real property taxes which would have been paid to such taxing body for such period if the Project were not exempt from taxation. The term "Shelter Rent" shall mean the total of all charges to all tenants of the Project for dwelling and non-dwelling rents (excluding all other income of the Project) less the cost to the Local Authority of all dwelling and non-dwelling utilities.

209. Maintenance and Improvements.-- The Local Authority shall maintain the Project free from waste or nuisance of any kind and in good condition and make all repairs, replacements, improvements, and additions which may be necessary to preserve and maintain the Project, and the value thereof. The Local Authority shall comply with all valid laws, ordinances, and regulations affecting the Project or its use. The Local Authority shall not alter, destroy, or remove any of the buildings, improvements or properties included in the Project, nor permit the same to be altered, destroyed, removed, or used for any purpose other than that for which it is now used, without written consent of PHA. The Local Authority shall permit the PHA to inspect the Project at any time and will comply with any reasonable requirements made by PHA with respect to maintaining and preserving the Project.

The Local Authority, during the Rehabilitation Period, shall make and perform such improvements and repairs to the Project as may be determined by the PHA. Such improvements and repairs shall be accomplished by the Local Authority in accordance with the standards as to material, workmanship, and costs prescribed by the PHA.

All right, title and interest of the Local Authority in and to all additions, improvements, renewals and replacements to the Project, or any part thereof, hereafter constructed or acquired by the Local Authority shall immediately upon such construction or acquisition vest in the PHA.

210. Insurance.-- The Local Authority shall obtain, and maintain throughout the life of this Contract, the following insurance coverages in such manner, with such insurers, and at such costs as may be approved by the PHA:

- a. Public Liability insurance protecting the Local Authority against loss arising out of injury or death to any one person in any one accident in the amount of not less than \$50,000, and against loss arising out of injury or death or both to more than one person from any one accident in the amount of not less than \$100,000;
- b. Burglary insurance in an amount sufficient to cover the maximum exposure if funds are kept on the premises overnight;
- c. Robbery (inside and outside) insurance in amounts sufficient to cover the maximum exposures at any one time;
- d. Fidelity Bond covering the employees of the Local Authority involved in custody or control of funds, securities or other property connected with the operation of this Contract;
- e. Workmen's Compensation and Employers' Liability;

- f. Automobile Liability and Employers' Non-Ownership Liability with Limits of not less than \$50,000/\$100,000 against bodily injuries and \$5,000 against property damage;
- g. Such other insurance as the PHA may specifically approve.

Certified duplicate copies of all policies and the fidelity bond shall be submitted to the PHA prior to the effective date thereof for review to determine compliance with these provisions.

The Local Authority shall notify the proper insurance companies promptly of any accident, loss or claims arising out of the management, operation or maintenance of the Project and agrees to notify the PHA promptly by forwarding to the PHA 2 copies of any such notices and of all correspondence relating to such accident or claim.

The Local Authority shall not purchase fire and extended coverage insurance on the Project with Project income without the prior written approval of the PHA.

211. Prevailing Wages.-- The Local Authority shall itself pay, and in all contracts entered into by it with respect to the administration of the Project, require that there shall be paid, not less than the salaries or wages prevailing in the locality of the Project, as determined or adopted (subsequent to a determination under applicable State or local law) by the PHA, to all maintenance laborers and mechanics employed in the administration of the Project. The PHA will not make any advance or other payment to the Local Authority under the terms of this Contract unless, in addition to complying with all the other provisions of this Contract, the Local Authority at the time such advance or payment is made, through its duly authorized officer, shall have certified as to compliance by the Local Authority with the foregoing provisions.

212. Payment of Deficits by PHA During Rehabilitation Period.-- The PHA agrees to pay any losses incurred during the Rehabilitation Period by the Local Authority in the management, administration, operation, or improvement of the Project which result from compliance by the Local Authority with the standards or requirements established by the PHA in accordance with the provisions of this Contract, and which the PHA shall determine are true losses. The PHA agrees to advance to the Local Authority such funds as it deems necessary to cover anticipated deficits and expenses of the Local Authority incurred in the administration of the Project, if, at any time during the Rehabilitation Period, income and revenue of the Project is not sufficient to defray the costs of managing, administering, operating, and improving the Project, in accordance with the approved current budget or because of unanticipated extraordinary expenses incurred with the prior written approval of the PHA.

213. Payments to PHA.--

(A) Within 30 days after the last day of the Rehabilitation Period, the Local Authority shall account for, and pay to the PHA, all Net Income of the Project derived during such Period and any and all balances of funds remaining in or accruing to the Administration Fund during such Period, including balances remaining from advances of funds for the improvement of the Project and to meet deficits, pursuant to paragraph 212 herein; Provided, however, that the Local Authority may retain such amount of such funds as may be necessary to pay costs properly incurred during the Rehabilitation Period, which remain outstanding and unpaid on said last day of such period.

(B) Within 30 days after the last day of each Fiscal Year, the Local Authority shall account for, and pay over to the PHA, all Net Income of the Project derived during such Fiscal Year. Any operating deficit occurring in any such Fiscal Year shall be the sole obligation of the Local Authority; Provided, However, that any such operating deficit resulting from the charging of proper and allowable costs against the income of the Project may be charged against the income and revenue derived from the operation and management of the Project in succeeding Fiscal Years in lieu of incurring any other indebtedness to meet such deficit, and in determining the Net Income of the Project in such succeeding Fiscal Years there shall be deducted the amount of income and revenues used to meet such deficit.

(C) Within 30 days after the last day of the Interim Administration Period, the Local Authority shall account for, and pay over to the PHA, all Net Income of the Project derived during the time intervening between the close of the next preceding Fiscal Year and such last day of the said Period, together with any and all balances of funds remaining in or accruing to the Administration Fund; Provided, however, that the Local Authority may retain from such funds, such amount as may be necessary to pay costs properly incurred during the Interim Administration Period which remain outstanding and unpaid on said last day of said period.

214. Books of Account and Audit.-- The Local Authority shall:

(A) Keep such books and records in such form as may be required by the PHA to the end that the books and records may clearly reflect the conduct, operation and maintenance of the Project, which books and records shall be subject to examination by the PHA at any time during normal business hours, including the right to make copies thereof or extracts therefrom; and

(B) Furnish such information and such verified financial reports with respect to the operation and maintenance of the Project as the PHA may from time to time request.

The PHA may periodically audit the accounts and financial records of the Local Authority, and the Local Authority shall not obtain from public accountants the services provided by the aforesaid periodical audits, except upon prior written approval of the PHA.

215. Delegation of Management.-- The Local Authority shall not delegate the management of the Project and shall take such action in connection with the management and operation of the Project as reasonably may be required by the PHA.

216. Leaseholds. The Local Authority shall not grant any leasehold estates in the Project for a time in excess of 12 months without the prior written approval by PHA.

ARTICLE III

GENERAL PROVISIONS

301. Severability of Provisions.-- If any provision of this Contract is held invalid, the remainder shall not be affected thereby, if, in the determination of the PHA, such remainder would continue to conform to the terms of the Act and permit accomplishment of the purposes of the Contract.

302. Interest of Member of or Delegate to Congress.-- No Member of, nor Delegate to, the Congress of the United States of America, shall be admitted to any share or part of this Contract, nor to any benefit which may arise therefrom.

303. Interest of Member or Employee of Local Authority.-- No member of the Local Authority shall participate in any decision relating to the Project, affecting his or her personal interests, or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any member, officer, agent, servant, or employee of the Local Authority have any interest, direct or indirect, in any contract for property, materials, or services to be acquired by the Local Authority; nor shall the Local Authority enter into any contract for property, materials, or services with any former member of the Local Authority, except as may be required by law.

304. Members of Local Authority Not Individually Liable.-- No member nor officer of the Local Authority shall be individually liable on any obligation assumed by the Local Authority hereunder.

305. No Annual Contribution, Grant or Loan.-- No provision of this Contract shall be construed to constitute an agreement on the part of the PHA to pay any annual contribution or to provide a grant or loan to the Local Authority.

306. Non-discrimination.-- The Local Authority shall not discriminate against any employee, or applicant for employment, because of race, creed, color, or national origin, and shall incorporate the foregoing provision, or require the same to be incorporated, in every contract made by it in connection with the management and operation of the Project, except contracts or subcontracts for standard commercial supplies or for raw materials.

307. Non-Assignability of Contract.-- This Contract shall not be assigned without the prior written consent of the PHA.

308. Notices.-- In any case where it shall be necessary or desirable for either party to give, deliver or serve upon the other party any notice, demand, or declaration, such notice, demand or declaration shall be in writing and shall be given, delivered or served upon the other party by mailing the same by prepaid United States registered mail, addressed in the case of the PHA to Public Housing Administration, Longfellow Building, 1201 Connecticut Avenue, N. W., Washington 25, D. C., and in the case of the Local Authority to Housing Authority of the City of Caldwell, Idaho, or to any other place in the continental United States which either party may from time to time designate by written notice to the other. Any notices, demands or declarations so given for the purposes of this contract shall be deemed to have been given, delivered or served on the date of mailing. Notwithstanding the foregoing, personal notice in writing may be served on any officer of the PHA or Local Authority.

309. Merger of Negotiations.-- All negotiations and agreements between the parties hereto, and all persons who have acted on their behalf, are merged into this Contract, and this Contract contains within its terms and provisions all of the terms, provisions, stipulations and conditions agreed to by the parties.

ARTICLE IV

DEFAULT AND TERMINATION

401. Termination.-- In the event of the failure of the Local Authority to comply with the whole or any of the terms and conditions hereof, the PHA shall (i) be released from all obligations in law or in equity to convey the Project, and (ii) be entitled to immediate possession of the Project. In such event the Local Authority shall forfeit all rights hereunder, and the PHA shall retain all moneys paid hereunder as rent and compensation for the use and occupancy of the Project. On the occurrence of any such default a notice, in writing, by the PHA to the Local Authority declaring such default and delivered to the Local Authority in accordance with the provisions of paragraph 308 of Article III herein, shall constitute a sufficient declaration of default to terminate this Contract and forfeit all rights of the Local Authority hereunder, and shall be deemed to constitute a re-entry and taking possession of the Project by the PHA, without any other or different re-entry, and the possessory rights of the Local Authority in the Project shall forthwith terminate, the Local Authority hereby waiving any statutory notice to quit or vacate, and the PHA may, at any time thereafter, make an actual entry on the premises without being liable for trespass, and take possession of the same. Before said forfeiture shall be declared, the Local Authority shall have written notice of the matters in which it has failed to comply with the terms and conditions herein, and only on its failure to so comply within 30 days after such written notice, shall such forfeiture be declared.

402. Exercise of Rights by PHA.-- No delay or omission of the PHA to exercise any right, power or remedy accruing upon any default, shall impair such right, power or remedy, or be construed as a waiver of any such default, or any acquiescence therein, nor shall the exercise by the PHA of any right, power or remedy herein conferred, operate to bar the PHA from the exercise of any or all other rights, powers, and remedies herein provided, or conferred by law, and every right, power or remedy herein conferred may be exercised from time to time and as often as may be deemed expedient.

IN WITNESS WHEREOF, the Local Authority and the PHA have caused this Contract to be duly executed and their respective seals to be hereunto affixed and attested, all as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF CALDWELL, IDAHO
(Name of Local Authority)

By

J. Harold Bird

(SEAL)
ATTEST:
Frederic C. Wright

PUBLIC HOUSING ADMINISTRATION

BY _____

(SEAL)

ATTEST:
