VCDP SUBGRANT AND

ADMINISTRATIVE SERVICES /PROGRAM MANAGEMENT AGREEMENT—

NCDO

This Subgrant Agreement, by and between the Town/City/Village of \_\_\_\_, Vermont (Grantee) and \_\_\_\_\_ (Subgrantee), a non-profit community development corporation incorporated under the laws of Vermont, with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_, Vermont, is effective this \_\_\_ day of \_\_\_\_, YEAR, the first day on which all parties hereto have executed it.

1. **DEFINITIONS**. As used in this document, the words and phrases set forth below shall have the following meanings:
   * 1. **“Agency”** means Vermont Agency of Commerce and Community Development.
     2. **“Agency Procedures”** means the Agency procedures for the Vermont Community Development Program, as they may be amended from time to time. A copy may be found in the VCDP Grants Management Guide or online at <http://accd.vermont.gov/community-development/funding-incentives/vcdp/grants-management-guide>.
     3. **“Grant”** means the Vermont Community Development Program grant awarded to the Town of \_\_\_\_ the terms of which are memorialized in Grant Agreement 07110-SS-\_\_\_\_, including all attachments and amendments thereto.
     4. **“HUD”** means the U.S. Department of Housing and Urban Development.
     5. **“National Objective”** means the specific goals and purposes of this project set forth in Attachment A of the Grant Agreement.
     6. **“NCDO”** means the Non-profit Community Development Organization designated by the legislative body of each of the Grantees to establish and manage the \_\_\_\_\_ Revolving Loan Fund on behalf of Grantees.
     7. **“Net Unrestricted Revenue (Net UR)”** means the balance of Unrestricted Revenue after the allowance of 20% of the UR for Program Management and General Administration.
     8. **“Project”** means the project as described in Attachment A of the Grant Agreement.
     9. **“Subgrant”** means the CDBG Funds granted to Subgrantee by Grantee and the restrictions on its use required by federal and state law, regulation and procedure and the Grant and Subgrant Agreements.
     10. **“Subrecipient”** means a person or entity that receives a grant or loan from a Subgrantee and that contributes to the achievement of the National Objective for the project set forth in Attachment A of the Grant Agreement.
     11. **“Unrestricted Revenue (UR)”** means all gross income, including loan repayments and interest income, directly generated by the VCDP grant funds and received by Subgrantee, including gross income resulting from all subsequent generation loans.
     12. **“VCDP”** means the Vermont Community Development Program.
2. **CONSIDERATION AND INCORPORATION OF GRANT AGREEMENT.** Grantee makes this subgrant to Subgrantee pursuant to, and as consideration for Subgrantee’s activities as set forth in the Grant Agreement, which is incorporated herein by reference, and a copy of which Subgrantee and Grantee maintain in their respective files. Specifically, as consideration for this subgrant, Subgrantee shall establish and manage the \_\_\_\_\_ Revolving Loan Fund on behalf of the Grantees; comply with the applicable provisions of *Agency Procedures*, Chapter 22; make loans for the purposes set forth in the Grant Agreement; and deposit in the \_\_\_\_\_ Revolving Loan Fund all repayments of loans made by the \_\_\_\_\_ Revolving Loan Fund, which shall be classified as Unrestricted Revenue.
3. **SURVIVAL OF THIS SUBGRANT AGREEMENT.** This Subgrant Agreement shall survive any closing contemplated hereunder. All obligations pursuant to this Agreement shall continue until the Agency has determined that the National Objective has been achieved.
4. **PURPOSE OF THE SUBGRANT**. The purpose of this Subgrant shall be to support the Project and the achievement of the National Objective, as described in Attachment A of the Grant Agreement. The proceeds of this Subgrant shall be used solely for Subgrantee’s specific activities in connection with the Grant.
5. **SUBGRANT OBLIGATIONS AND TERMS**

This Subgrant is in the amount of \_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_.00). The breakdown amount of the total subgrant as stated in Attachment A of the Grant Agreement is as follows:

[insert budget here]

**A. PROGRAM**

**Residential Rehabilitation Single**

The Subgrantee shall use $\_\_\_\_ in CDBG Funds together with Other Resources, to make

Low-interest loans and grants to \_\_ LMI owner occupied units serving \_\_\_ LMI persons.

**Counseling-Advocacy Services**

The Subgrantee shall use $\_\_\_\_ in CDBG Funds together with Other Resources to

provide housing counseling services pre-purchase, financial management, debt

reduction and credit repair to an estimated \_\_\_ LMI households, consisting of

approximately \_\_\_ people.

**B. PROGRAM** **MANAGEMENT:** The Subgrantee shall use $\_\_\_\_ in CDBG Funds together with Other Resources to perform the following required services in the program management of the Grant Agreement.

1. Managing the environmental review process in order to secure release of funds under the environmental regulations,
2. Oversee compliance with labor standards (including ensuring adherence to Davis-Bacon wage rates and maintaining all related documentation, if applicable),
3. Assistance with securing all required permits,
4. Oversee all procurement processes to ensure compliance with applicable procurement standards,
5. Manage all contracts for the construction of the project,
6. Oversee the construction process,
7. Arrange for and coordinate any necessary legal services

**C. ADMINISTRATIVE** **SERVICES:**  The Subgrantee shall use $\_\_\_\_\_ in CDBG Funds together with Other Resources to perform the following required services in the general administration of the Grant Agreement.

1. Work with the Grantee to establish and maintain a financial management system which meets the standards stated in Section VI of Attachment D to the Grant Agreement. The system must assure effective control over and accountability for all funds, property, and other assets used and/or attained under the Grant Agreement.
2. Document the benefit to low and moderate-income persons as required in the Grant Agreement.
3. Maintain adequate records of the disbursement and receipt of VCDP grant funds.
4. Maintain project files.
5. Prepare and submit the progress reports, in the required format, to the Grantee in time for submission to the Agency as required by Attachment B of the Grant Agreement.
6. Assist the Grantee with subrecipient oversight and monitoring if applicable.
7. Prepare closeout and final report documents and provide the Agency with any other information about the project necessary for the Grant Agreement to be successfully closed.
8. Assist the Grantee with developing a Closeout Agreement as required by Attachment A of the Grant Agreement to deal with Program Income received by the NCDO from activities supported by VCDP grant funds, if applicable, as this would be an assignment under the NCDO Agreement for the residential rehabilitation line item in the budget.
9. Any CDBG Funds budgeted for Grantee/Municipal expenses such as Single Audit and/or staff time associated with VCDP grant funds, shall be set aside until such time as needed, often at the end of grant period. The Subgrantee will facilitate the reimbursement of these funds.

Note: $\_\_\_\_ is allocated for the Grantee/Municipality’s single audit. The total budgeted for general administration is $\_\_\_\_.

1. **TERMS OF THE SUBGRANT**
2. Subgrantee will submit invoices identifying the personnel and the time worked, the rate being charged, and the program, program management, and general administrative service(s) that was performed upon which payment will be based.
3. The Subgrantee shall be responsible for expenditures above and beyond the amounts agreed to in this Contract.
4. The Subgrantee stands in the shoes of the Grantee. All requirements of federal and state laws, regulations and procedures that apply to the Grantee also apply to Subgrantee.
5. If the VCDP determines and informs Grantee in writing that Subgrantee has not achieved the National Objective and has little likelihood of doing so, and that therefore Grantee may be required to reimburse the Agency for all or a portion of the Grant funds, Grantee may require reimbursement of all or a portion of the Subgrant funds from Subgrantee.
6. **GRANTEE’S RIGHTS AND OBLIGATIONS**
7. DISBURSEMENTS: Disbursements shall be made up to the subgrant maximum, upon request by Subgrantee, outlining the purposes for which the funds shall be used, so long as the request is in accordance with applicable federal and State law, regulation and procedure, and the Grant Agreement.
8. PAYMENTS BY GRANTEE: Grantee shall have the right, in Grantee’s’ sole discretion, to make payments to protect this Subgrant. All such payments shall be added to the principal of this Subgrant, and interest at the market rate for a conventional 30-year mortgage at the time Grantee makes the first payment shall accrue thereon from the date Grantee makes the first or any subsequent payment. At a minimum, all of Grantee’s payments to protect this subgrant shall be payable by Subgrantee, to Grantee in the amount of payment that Grantee made, plus all accrued interest thereon, under terms that Grantee, may impose unilaterally without the concurrence of Subgrantee.
9. **SUBGRANTEE’S REPRESENTATIONS**
10. VERMONT BUSINESS: Subgrantee certifies that, as of the date of execution of this Agreement, Subgrantee has provided to Grantee a copy of a currently effective certificate of authority to do business in the State of Vermont.
11. OTHER RESOURCES: Subgrantee hereby certifies that Subgrantee has provided to Grantee documentation of firm commitments of the Other Resources identified in Attachment B of the Grant Agreement, including the purpose for which they are to be used and any conditions attached to their expenditure.
12. CERTIFICATIONS: Subgrantee hereby makes the following additional certifications, in form satisfactory to Grantee, that, as of the date of execution of this Agreement:
13. Subgrantee is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state and local taxes, to the extent Subgrantee is subject to taxation;
14. Subgrantee is current on, or is in full compliance with a plan to pay, any and all financial obligations;
15. There are no liens, judgments or other encumbrances on the Property involved in the Project, other than those of record, or disclosed to the Agency prior to the execution of the Grant Agreement, or disclosed no later than at the execution of this Subgrant Agreement; and
16. Subgrantee’s representations with respect to the financial and operational aspects of the business in the written documents previously provided to the Grantee remain accurate and not misleading.
17. As of the date of execution of this Subgrant Agreement, Subgrantee is not listed in the Exclusions portion of Performance Information in the System for Award Management (“SAM”) at [www.sam.gov](http://www.sam.gov); nor named on the State’s debarment list at <http://bgs.vermont.gov/purchasing-contracting/debarment>.
18. **SUBGRANTEE’S COVENANTS**
19. NATIONAL OBJECTIVE: Subgrantee commits to achieve the National Objective set forth in Attachment A of the Grant Agreement, and in order to do so shall secure the commitment of each Borrower from the \_\_\_\_\_ Revolving Loan Fund to achieve Borrower’s share of the National Objective. Subgrantee shall maintain documentation as may be required by the Grant Agreement and otherwise necessary to clearly demonstrate that the project as a whole has achieved the National Objective.
20. SECTION 3: If applicable, Subgrantee shall comply with Section 3 requirements in accordance with 24 CFR 75 Subpart C to provide economic opportunities in connection with this project, to the greatest extent feasible, to low and very low-income persons residing within the area in which the project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents, and the “Section 3 Clause” shall be attached to all contracts executed in connection with this project. For more information and the Section 3 Clause see [HUD Regulations](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3).
21. ENVIRONMENTAL REVIEW: Subgrantee shall complete a Tier II Environmental Review (ER) as required by 24 CFR Part 58, and in particular 24 CFR Part 58.15, for every site-specific project (the project) and an Environmental Review Record (ERR) shall be kept for every project. Until the Tier II ER has been completed, signed, and dated, Part 58 provides that the Subgrantee may not go out to bid or sign any legally binding contracts or spend public or private funds for rehabilitation, repairs, excavation, installation, or any other work that may have a physical impact or limit the choice of alternatives, other than planning related activities necessary to complete the Environmental Review. Planning related activities that are not considered choice limiting activities include archeology, engineering, or environmental studies such as a Phase I or Phase II Environmental Site Assessment. The Tier II ER must be completed by working from the HUD and Agency approved Tier I ER checklist for categorically excluded activities. All supporting documentation must be included in the ERR and made available during monitoring or as requested. If the project includes only exempt activities, a checklist for exempt activities, a Tier II cover sheet, and a certification page must be kept in the ERR. If the project activities include assessment level activities, a new ER must be completed and approved by the Agency.
22. MODEL LOAN DOCUMENT: Subgrantee shall develop a Model Loan Document between the Subgrantee and the borrowers (homeowners and/or landlords), which shall incorporate by reference the Grant Agreement and this Subgrant Agreement, and set forth the terms and conditions of the loan, including the following:

(a) Stipulate that there be a lien against the property to secure loans of CDBG Funds under Activity 3002 which total more than $3,500. Said lien shall be secured in the name of the Subgrantee and require that, upon sale of the property, the unpaid portion of the loan shall become due and payable.

(b) Contain provisions governing the terms, conditions, and methods of accounting for sweat-equity, if such is to be provided by the homeowner and/or landlord.

(c) Stipulate that all loans made on behalf of rental units shall require a rent stabilization agreement between the Subgrantee and the landlord and that the agreement must be in effect for five (5) years, or the length of the loan whichever is longer.

(d) Contain a provision that for a period beginning with the execution of the loan documents and continuing for at least five (5) years after the Completion Date, the owner shall obtain, pay for, and keep in full force, insurance on the property against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Subgrantee. Such insurance policy will contain a loss payable clause acceptable to the Subgrantee. The Borrowers (homeowners and/or landlords) shall furnish the Subgrantee satisfactory evidence of such insurance.

1. PERMITS: Subgrantee shall require that each Borrower from the \_\_\_\_\_ Revolving Loan Fund identify and secure all federal, state and local permits that are necessary for Borrower’s project. Subgrantee shall require each Borrower to secure all permits needed to commence activity before execution of any Loan Agreement between them and shall require each Borrower to comply with all restrictions related to the disbursement of funds imposed by agencies issuing permits.
2. HUD’S HOUSING COUNSELING CERTIFICATION: Subgrantee shall comply, in all respects, with HUD’s Housing Counseling Certification Final Rule, including but not limited to the requirement to address the entire process of homeownership, the requirement to provide clients with materials regarding the availability and importance of obtaining an independent home inspection, the restrictions on agencies found to have misused housing counseling program grant funds, the prohibition against distribution of funds to organizations convicted of violating election laws, and the requirement that as of August 1, 2020, housing counseling is provided only by certified housing counselors.
3. EMPLOYMENT AGREEMENT: If required by the Grant Agreement, Subgrantee shall enter into and comply with the terms of an Employment Agreement.
4. BENEFIT AND PERFORMANCE AGREEMENT: If required by the Grant Agreement, Subgrantee shall enter into and comply with the terms of a Benefit and Performance Agreement.
5. CLOSEOUT AGREEMENT: If required by the Grant Agreement, Subgrantee shall enter into and comply with the terms of a Closeout Agreement.
6. NO FINANCIAL CHANGE: Subgrantee shall make no material change in the financial or operational aspects of its business, specifically including but not limited to the borrowing of additional money, the granting of additional liens significantly altering the plan for capital expenditures, salaries of partners or employees, or Subgrantee's product or service, without the prior written consent of Grantee, except as otherwise provided for in this Subgrant Agreement.
7. OTHER LIENS AND ENCUMBRANCES: Subgrantee shall use no proceeds of this Subgrant to discharge any lien or other encumbrance.
8. REFINANCING: Subgrantee shall not use the Subgrant as collateral for any other debt without the prior written approval of Grantee. CDBG Funds shall not be used to restructure debt in any way, except where the project involves the use of CDBG Funds to convert temporary bridge or construction financing to permanent financing.

1. GRANTEE MAY REQUIRE SUBGRANTEE TO PROVIDE ANNUAL REPORT OF UNRESTRICTED REVENUE: Subgrantee shall report to Lead Grantee the total Unrestricted Revenue received by the\_\_\_\_\_ Revolving Loan Fund.
2. REPORTS: Subgrantee shall submit to Grantee such data and other information as the Agency may require.  The Subgrantee shall submit or cause submission of progress and financial reports to the Grantee in a format prescribed by the Agency and according to the schedule required by the Agency.  Grantee shall have access to the records of the Subgrantee during normal business hours or as arranged in advance, as they relate to the required Agency reports.  Subgrantee’s failure to provide such information as requested, and/or the provision of information that appears to be inaccurate or incomplete, unless remedied within 15 days, shall constitute an event of default.
3. FINAL PROGRAM REPORT: Subgrantee shall submit for inclusion in the Final Program Report required under Standard Provision XI of the Grant Agreement, Monitoring and Reporting, an accounting of the total loan repayments and investment income received by the \_\_\_\_\_ Revolving Loan Fund during the term of the Grant Agreement, which ends at the Completion Date.
4. SUBGRANTEE FINANCIAL MONITORING WORKSHEET: Subgrantee shall complete a Subgrantee Financial Monitoring Worksheet that complies with Subrecipient Monitoring per the Uniform Guidance and upload the documentation to the Agency’s online grants management system (GEARS).
5. **PASS THROUGH PROVISIONS**. In addition to binding Subgrantee, the following provisions shall be included in all contracts between Subgrantee and any other contractor related to the project and shall bind all such other contractors.
6. CONFLICT OF INTEREST: Subgrantee agrees to comply with the requirements of Section VII(B) of Attachment D to the Grant Agreement, and *Agency Procedures*, Chapter 9 and Chapter 10, Section 10.3
7. In addition, in order to avoid a conflict of interest or the appearance of undue influence, if any officer of Subgrantee or a member of Subgrantee’s Board of Directors is employed by Grantee or holds an elective or appointive municipal office in Grantee, such person shall not participate in any discussions regarding, attend any public hearing concerning, vote upon or take any action with respect to any matter involving this Agreement or the Project for the longer period of:
   * 1. from the date of execution of this Agreement until five years after the Completion Date set forth in the Grant Agreement, or
     2. during a person’s tenure with Grantee and for one year thereafter.
8. No person described in paragraph 1 of this section, nor any person with whom such a person has family or business ties, may participate in a decision-making process or gain inside information with regard to the activities funded by VCDP, obtain a financial interest in or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, for the applicable time period set forth in paragraph 1.
9. A loan may be made by Subgrantee to an officer, director or employee of Grantee, Subgrantee, or a Subrecipient, but only if the prospective borrower is one of the low or moderate income persons intended to be the beneficiaries of the assisted activity, providing the loan will permit such prospective borrower to receive generally the same interest or benefit being made available or provided to the intended beneficiaries, and the prospective borrower engages in no activities prohibited by subsection 1 of this section Chapter with respect to the prospective borrower’s loan.
10. RETENTION OF AND ACCESS TO RECORDS: Subgrantee shall comply with the requirements of Attachment C #13; Section XIV of Attachment D to the Grant Agreement and *Agency Procedures,* Chapter 3.
11. Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP project shall be retained in accordance with *Agency Procedures,* Chapter 3.

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee, Subgrantee or any Subrecipient pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

1. LABOR and EQUAL OPPORTUNITY: To the extent applicable, Subgrantee will administer and enforce the Davis‑Bacon Act [40 USC 276a et seq.]; the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and the Contract Work Hours and Safety Standards Act [40 USC 327‑333]. Subgrantee will comply with the Copeland Anti‑kickback Act of 1934, [18 USC 874 and 40 USC 276c]; Executive Order 11246 (Equal Employment Op­portunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pur­suant thereto [ 41 CFR 60]; and Section 3 of the Housing and Urban Develop­ment Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 75 Subpart C. Subgrantee will also comply with the requirements of Section VII of Attachment D to the Grant Agreement, and the requirements of Title 21, V.S.A. Chapter 5, Subchapter 6, (495-495h), relating to fair employment practices, and Title 9 V.S.A Chapter 139, Sections 4503 and 4504, relating to fair housing practices.
2. ENVIRONMENTAL: Subgrantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. LOBBYING: Subgrantee shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment).
4. INTERPRETATION: This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and the laws of the United States of America, where applicable.
5. **MISCELLANEOUS PROVISIONS**
6. REVISIONS AND AMENDMENTS: Revisions and amendments to this Subgrant Agreement shall only be made pursuant to Section XIX of Attachment D to the Grant Agreement. All amendments to this Subgrant Agreement shall be reduced to writing and shall be executed by all parties to the document. Subgrantee acknowledges that the Agency may require an amendment to this Agreement to ensure, or enhance the possibility of, Subgrantee’s achieving the National Objective. A copy of any amendment to this document shall be submitted to the Agency for its approval prior to execution of the amendment.
7. ENVIRONMENTAL REVIEW: Pursuant to Subsections III(C) of Attachment D to the Grant Agreement, there shall be no reimbursement using CDBG Funds for any expenses incurred for activities commenced prior to the date the Agency issues the “Notice of Release of Funds.”
8. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.
9. NOTICE ADDRESSES: Subgrantee and Grantee shall give one another notice pursuant to this Agreement at the addresses set forth below for each, and shall keep the other informed in any change of address for notice purposes:

|  |  |
| --- | --- |
| Grantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Subgrantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# 12. DEFAULT AND REMEDIES

1. DEFAULT: If any of the following events of default shall occur without being cured within 30 days from the date that written notice of such default is received by Subgrantee from Grantee, Grantee, in its sole discretion, may convert this Subgrant into a Loan, and the resultingLoan shall immediately become due and payable.
2. The following events shall constitute events of default:
3. the Agency’s determination that Subgrantee has failed to achieve the National Objective;
4. the Agency’s determination that Subgrantee has failed to comply with all applicable provisions of the Grant Agreement;
5. Grantee’s determination that Subgrantee has failed to perform any of Subgrantee’s obligations under this Subgrant Agreement;
6. Grantee’s determination that Subgrantee has failed to perform as required by any document that secures this Subgrant.
7. REMEDIES: If Subgrantee fails to cure any breach or default prior to the expiration of the 30 day notice period, Grantee may demand repayment of all or a portion of the Grant, or invoke any other remedy allowed by the Grant Agreement, this Subgrant Agreement, or any other document related to this Subgrant, or by law.
8. REMEDIES CUMULATIVE: All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.
9. FORBEARANCE NOT A WAIVER: Any forbearance by Grantee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF this Agreement is executed at the place and on the date noted for each party.

BY GRANTEE:

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

Authorized Signature Place of execution

Name and title Date

BY SUBGRANTEE:

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

Authorized Signature Place of execution

Name and title Date