

1. Owner hereby employs and grants London Properties, Ltd., any names to which said corporation may subsequently be changed, any and all Fictitious Business Names (DBAs) under which it may now or subsequently engage in business, and upon assignment, any properly licensed Corporation or Broker to which this contract may subsequently be assigned by London Properties, all hereinafter called "Broker", the exclusive and irrevocable right commencing on 9-13-23 and expiring at midnight on 3-31-24, to sell, lease or exchange the real property situated in the City of _____, County of _____, California described as follows:
Address: _____

Together with the following personal property: _____, all hereinafter the "Property".

2. **TERMS OF SALE:** The purchase price shall be \$499,000 (\$ _____), to be paid as follows: Cash & First Deed of Trust

3. **LONDON EXCLUSIVE:** Seller acknowledges that Broker is a member of and participant in one or more Associations of REALTORS® and one or more Multiple Listing Services (MLS). However Broker shall not submit this listing to said MLS. Subsequent to sale, Broker is authorized to report the price, terms, and financing of such sale to said MLS for publication, dissemination, and use by authorized MULTIPLE LISTING SERVICE participants and subscribers. Broker is hereby authorized, at Broker's sole election, to cooperate with other Brokers and/or agents.

4. **TITLE INSURANCE:** Seller shall provide, at Seller's expense, evidence of title in the form of a California Land Title Association CLTA/ALTA policy of title insurance in the amount of the selling price.

5. **COMPENSATION TO BROKER:** Seller hereby acknowledges that Broker has numerous listing and marketing programs available. The services provided by Broker and the cost to Seller vary with each program (costs may vary from less than two percent of the Property sale price to eight percent). Seller has selected this program and commission rate with full knowledge that other options and rates are available.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN SELLER AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s) as follows: Not less than 4% if Dual Agent and never less than 3% if representing Seller Exclusively

- An amount equivalent to 6% % of the sale price set forth in paragraph 2 above plus a fixed dollar amount of \$79.95 if the Property is sold, transferred, or conveyed during the term hereof, or any extension thereof, on the terms herein set forth, or any other price and terms Owner may accept, by Broker or any other person to:
 - Any Authorized Party described in a) below
 - Any Authorized Party set forth in a) below who is ready, willing and able to proceed with a purchase as described above and Seller fails or refuses to perform
 - Seller breaches or otherwise fails to perform all the terms and conditions set forth in any accepted offer or contract for the sale of said Property which has been entered into by Seller
 - If the Property is sold, leased, conveyed or otherwise transferred within 360 days after the expiration or termination of this authority or any extension thereof to any Authorized Party set forth in a) below
 - Any person, corporation, or other entity related to or controlled by any of the above parties

a) Initial Authorized Parties:

- 1) Joe Smith
- 2) Joe Green
- 3) Joe Johnson

In any of the above events, Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due herein shall be payable only if and when Seller collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Except as otherwise set forth herein above, I authorize Broker to cooperate with other Brokers, to appoint subagents, and to divide with other broker such compensation in any manner acceptable to Broker. It is Broker's policy and intent to compensate such other Broker's as follows:

- Where such Broker is an active member of any MLS in which Broker herein is also an active member, then an amount not less than 1 ½% or more (at Broker's sole discretion) of the purchase price.
- Where such Broker is not an active member of any MLS in which Broker herein is also an active member, then as per Broker's policy and sole discretion.

D. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker, as set forth herein, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

E. In the event of an exchange, permission is hereby given Broker to represent all parties and collect compensation or commissions from them, provided there is full disclosure to all principals of such agency. Broker is authorized to divide with other brokers such compensation or commissions in any manner acceptable to Broker.

6. **PROTECTION PLAN:** Seller is informed that home protection plans are available. Such plans may pay for certain property repairs and provide additional protection and benefit to a Seller and Buyer. Cost and coverage may vary and Seller is encouraged to investigate procuring such coverage.

7. AGENCY RELATIONSHIPS:

A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller hereby acknowledges receipt of a "Disclosure Regarding Agency Relationships" form prior to entering into this Agreement.

B. **Seller Representation:** Except as may subsequently be modified, Broker hereby elects to represent Seller exclusively in any resulting transaction. By execution hereof, Seller hereby confirms Broker's election of agency and acknowledges that Broker may at any time, upon notice to Seller, unilaterally elect to change Broker's agency

Seller acknowledge receipt of this page. Seller's Initials: _____



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Broker or Designee _____
Date _____

election to represent both Buyer and Seller as a dual agent.

C. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.

D. **Confirmation:** If the Property includes residential property with one-to-four dwelling units, **Broker shall confirm the agency relationship** described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

8. **INDEMNITY:** Unless exempt, Seller shall provide a fully completed Real Estate Transfer Disclosure Statement (TDS) concerning the condition of the Property. Said TDS should disclose every known defect in or associated with the Property. Seller warrants the accuracy of the information furnished verbally to Broker or in any subsequent contract, disclosure, or Seller Transfer Disclosure Statement (TDS) with respect to the above described Property and hereby agrees to save, defend, indemnify and hold harmless Broker (including Broker's officers, shareholders, directors, employees and agents) from any and all liabilities, claims, disputes, litigations, damages, awards, or costs of any kind, including but not limited to Broker's actual attorney fees arising out of 1) any misrepresentation or incorrect information supplied by Seller, 2) any material fact or disclosure which Seller fails to make or has failed to disclose to Broker, 3) Seller's non-disclosure of any environmental issue including but not limited to the existence of mold, radon, asbestos, or any other hazardous substance or material, 4) claims or disputes of any kind arising from any previous or existing leases, options, purchase contracts, or claims by any third parties to any interest in the Property. The undersigned Seller warrants that the Property and/or Seller are not subject to any prior listing agreement, Authorization to Sell, or other financial obligation associated with the Property or to any other Broker.

9. **SECURITY AND INSURANCE:** Broker is not responsible for loss or damage to personal or real property, or person, whether attributable to use of a keybox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.

10. **PHOTOGRAPHS, ADVERTISING, AND EXPOSURE:**

A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller hereby expressly grants Broker permission to photograph or otherwise electronically capture images of the Property ("Images") for static and/or virtual tours of the Property and to provide, place, and distribute to the public, buyers, and others on Broker's website, the MLS, advertisements, mailers, newspapers, magazines, flyers, other electronic sites, or any other method of advertisement Broker may deem appropriate. Seller acknowledges that once Images are placed on the Internet, neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further agrees that such Images are the property of the Broker and that Broker may use such Images for advertisement of Broker's business in the future. **Seller hereby acknowledges that exposure of the Property to the public could subject the Seller to greater risk of fraud, theft, or other criminal activity. Broker is hereby released from any and all damages, liability, or responsibility associated with any of the above or any loss, damage, fraud, or other criminal activity Seller may incur that is associated therewith.**

B. Seller acknowledges that prospective buyers and/or other persons coming onto the Property may take photographs, videos or other images of the Property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Seller acknowledges that unauthorized persons may take Images.

11. **TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provision of FIRPTA (Internal Revenue Code Sections 1446) and California Revenue and Taxation Code Sections 18805 and 26131, and regulations promulgated thereunder. Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, every Buyer of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds 10% of the gross sales price. Under California Revenue and Taxation code Section 18805 and 26131, the Buyer must, unless an exemption applies, deduct and withhold an additional one-third of the amount required to be withheld under federal law. This Property is offered in compliance with all federal, state, and local anti-discrimination laws.

12. **LEGAL:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Broker shall not be obligated to arbitrate any dispute arising from this agreement or Brokers agency associated with Seller. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any lawsuit based upon any cause of action arising between the parties whether under this Agreement, or otherwise, shall be brought in a court of record in Fresno County, California, or a court of the United States of America located in Fresno County, California, and the parties consent to the jurisdiction of these courts in any legal proceeding, and waive any objection which they may have to venue in any legal proceeding in these courts, including any claim that the legal proceeding has been brought in an inconvenient forum.

13. **BROKER ADDENDA:** Seller hereby agrees and warrants that Seller shall not accept any offer or enter into any agreement to sell, lease, exchange or otherwise transfer this Property (or any part thereof) to any third party without as a condition to such sale, lease, exchange or transfer requiring all parties to execute a Disclosure Responsibility Addendum (Broker form DR-11), a copy of which Seller hereby acknowledges having received. In the event seller does enter into any such agreement or accepts any such offer without such addendum, **Seller hereby agrees to save, defend, indemnify and hold harmless Broker, its officers, directors, shareholders, agents and employees from and against any and all liability, costs, loss, expense, dispute, claims, litigation, damage or administration/disciplinary proceedings (including reasonable attorney's fees) arising out of or relating to such sales, lease, exchange or transfer. This indemnity shall be in addition to any other set forth herein. Seller hereby acknowledges receipt of a "Property Transaction Booklet" published by the California Association of Realtors®.**

14. **SMOKE DETECTOR:** Seller represents that the Property is or will, prior to transfer, be in compliance with all applicable Health and Safety Codes including, but not limited to, having operable smoke detector(s) approved and listed by the State Fire Marshal and installed in accordance with State Fire Marshal's regulations, and with applicable local ordinance(s).

15. **SEISMIC, GEOLOGIC, FLOOD HAZARD:** Seller (at Seller's sole cost and expense) shall provide to Buyer and Broker an expert written report by a qualified independent third party disclosing: whether or not the Property is located within a Mello Roos District, Flood Hazard Area, Flood Inundation Areas, Fire Hazard Severity Zones, Wildland Areas (Section 4125 of State Public Resource Code), State Responsibility Fire Areas, Earthquake Fault Zones, Seismic Hazard Zones, Flood Way or other Flood Zones. **Broker is hereby authorized, as Seller's agent, to purchase such reports from California Property Data, a Broker-affiliated company. The cost of such reports shall be between \$80 and \$100 and shall be paid by Seller. If not paid in advance, Broker and escrow holder are hereby irrevocably authorized to pay (deduct in escrow) the cost thereof from Seller's sales proceeds.**

16. **ADDITIONAL TERMS:** _____

Seller acknowledge receipt of this page. **Seller's Initials:** _____/_____



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Reviewed by _____

Broker or Designee _____

Date _____

- 17. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 18. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____
- 19. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
- 20. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Broker is hereby authorized to order, at Seller's expense, reports and disclosures Broker deems necessary. (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times. **Seller is responsible for determining at what price to list and sell the Property.**
- 21. **SELECTION OF SERVICE PROVIDERS:** Where work is to be performed on any property prior to or subsequent to any listing, sale, escrow, or closing, and where Broker as an agent of Buyer or Seller directly engages or employs on their behalf any contractor, inspector, report provider, title company, lender, home warranty company, vendor, insurance agent, pest control company, or supplier of any goods or services of any kind, all hereinafter "provider(s)", or where Buyer or Seller directly engages or employs any provider(s) subsequent to procuring the name, recommendation, or referral of such provider(s) from Broker, then in either event it is hereby agreed as follows:
 - A) Broker has made no representation, warranty, promise, or guarantee regarding the qualifications, license status, financial solvency, reliability, quality of the provider's work, or the existence of appropriate insurance coverage, their performance, or their goods or services to be provided.
 - B) Broker hereby advises Seller to employ, engage, or allow to be employed or engaged, only such providers they have verified to be qualified, licensed, insured, and, when appropriate, bonded to perform the work in question.
 - C) Buyer and Seller are free to select any provider(s) other than those engaged, recommended, provided, employed, or referred by Broker.
 - D) Seller hereby releases and agrees to hold harmless Broker from any and all cost, damage, liability, loss, expense, claim, charge, or action of any kind resulting from the engagement or employment of any provider(s), their work, inspections, reports, goods or services, including any damage they may do, liabilities they may incur, or any error or omission that they may make and also including any costs or amounts they may bill or charge for their work, goods, or services.
- 22. **ASSIGNMENT:** Broker hereby reserves the right to assign all of its duties and obligations in this transaction. All parties to this contract hereby acknowledge, consent and agree that all rights and interests herein together with any rights, obligations, interests or duties in any contract, transaction, sale and/or escrow referenced in or associated with this contract (including but not limited to commissions resulting therefrom), may be unilaterally assigned and delegated by Broker to any other licensed California Real Estate Broker, all without further consent or approval of the undersigned or any other party.
- 23. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson of broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager at anytime has the right to cancel this Agreement.
- 24. As to indemnity provisions, legal provisions, disclosures, Broker Addenda, and other terms and conditions set forth in this agreement the term Broker as used herein shall include Broker's employees, agents, and officers.
- 25. **SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon Seller and Seller's successors and assigns. The term "Owner" as used herein shall be considered synonymous with Seller.

I acknowledge that I have read and understand this agreement and have received a copy. This agreement may not be cancelled prior to its expiration date without Broker's written consent.

London Properties, Ltd. Cal DRE#00463722

Seller/Owner _____
 Signature _____
 Address _____

Seller/Owner _____
 Signature _____
 Phone _____

In consideration of the above Broker agrees to use diligence in procuring a purchaser.

Listing Sales Associate, London Properties, Ltd. By _____ Cal DRE# 01976788 Date _____



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Reviewed by _____

Broker or Designee _____

Date _____



COMMISSION AGREEMENT
(C.A.R. Form CA, Revised 12/15)

1. COMPENSATION: Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Seller/Buyer/Landlord/Tenant/Optionor/Optionee ("Principal") and Broker.

agrees to pay to Sam Seller (Principal), London Properties (Broker(s)), as compensation for services, irrespective of agency relationships, the sum of either [X] Six (6) percent of the transaction price, or [] Dollars (\$), for property situated in the City of , County of , California, described as

Compensation is payable if Principal accepts an offer on the above described property no later than 3-31-24 (date) as follows: (i) On recordation of the deed or other evidence of title or, if a lease, on execution of the lease, or if an option, on execution of the option agreement; or (ii) If completion of the transaction is prevented by default of Principal, then upon such default; or (iii) If completion of the transaction is prevented by a party to the transaction other than Principal, then only if and when Principal collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered, or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. Broker may cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials () ()

Broker's/Agent Initials () ()



2. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Principal and Broker(s) arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs except as provided in paragraph 3A.

3. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Principal and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 3B.

B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

NO C **ADVISORY:** If Principal and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB). **NO**

4. **OTHER TERMS AND CONDITIONS:** _____

Principal has read and acknowledges receipt of a copy of this Agreement.

Principal _____ Principal _____

(Print name) _____ (Print name) _____

Address _____ Address _____

Date _____ Phone/Fax/Email _____ Date _____ Phone/Fax/Email _____

Real Estate Broker agrees to the foregoing:

Broker _____ By _____ Date _____

DRE Lic. # _____

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Reviewed by _____ Date _____

