

This document prepared by:
E. Kenneth Friker
KLEIN, THORPE AND JENKINS, LTD.
15010 S. Ravinia Ave., Suite 10
Orland Park, IL 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(ORLAND PARKWAY OFFICE CAMPUS –
AMERICAN TECHNICAL PUBLISHERS
10130 WEST ORLAND PARKWAY)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2007, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), AMERICAN TECHNICAL PUBLISHERS, INC., an Illinois corporation, Owner of the Subject Property legally described below (hereinafter referred to as "Owner").

2. The Property subject to this Agreement, legal title to which is vested in Owner (excepting such portion as is dedicated to the public), is legally described as follows:

That Part of the Northwest ¼ of Section 4, Township 35 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the East line of said Northwest ¼ and the North line of Orland Parkway as dedicated per Document Number R2001-106365; thence North 89 degrees 38 minutes 27 seconds West, along the North line of said Orland Parkway, 764.74 feet to the Point of Beginning; thence continuing along the North line of said Orland Parkway, North 89 degrees 38 minute 27 seconds West, 575.00 feet; thence North 00 degrees 21 minutes 33 seconds East, perpendicular to the North line of said Orland Parkway 337.67 feet; thence South 89 degrees 38 minutes 27 seconds East, 575.00 feet; thence South 00 degrees 21 minutes 33 seconds West, 337.67 feet to the Point of Beginning, all in Will County, Illinois.

Said property contains 193,957.86 square feet or 4.457 gross acres, more or less.

P.I.N. No.: Part of 19-09-04-100-018

The said property is hereinafter referred to as the "Subject Property."

3. The Subject Property is generally located in Will County at 10130 Orland Parkway in the Village, on the north side of Orland Parkway and consists of approximately 4.457 gross acres.

4. The Subject Property will be developed by the Owner with one (1) three-story office building having a total of approximately 45,000 square feet in the ORI Mixed Use Office, Research and Industrial Zoning District pursuant to the Village's Land Development Code (the "Code").

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be subdivided into one (1) lot, to be developed for a one (1) three-story office building, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth, and that the Subject Property be zoned and developed in the manner as set forth in this Agreement.

2. The Owner has petitioned the Village for rezoning, subdivision, and plan approval in the ORI Mixed Use Office, Research and Industrial Zoning District as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of petitions by Owner to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including rezoning, subdivision, and development pursuant to the terms and conditions of this Agreement;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will

constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action reasonably necessary to perform its obligations hereunder.

SECTION ONE: Zoning, Plan Approval and Design Standards.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be classified under the Code as zoned ORI Mixed Use Office Research and Industrial Zoning District.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan appended hereto and incorporated herein as EXHIBIT A entitled "American Technical Publishers Preliminary Site Plan," prepared by Archideas, 1 of 1, dated July 6, 2007. The Owner agrees that the Subject Property shall be developed substantially in accordance with said Final Plan (EXHIBIT A) as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval, subject to and conditioned upon the following:

The Owner shall:

- 1) Work with Village staff on cross access easement when adjacent areas are developed;
- 2) Meet all final engineering related items;
- 3) Submit a landscape plan (which shall include a fence along the retaining wall at the southeast corner of the proposed parking lot and which extends approximately 75 feet) within 60 days of final engineering approval;
- 4) Submit to the Village Building Department signage related items for review and approval;
- 5) Submit a plat of subdivision for separate review and approval to the Village Department of Development Services; and
- 6) Provide cash in lieu of current construction of a sidewalk (the cost of which is currently estimated to be \$6,300.00) along Orland Parkway to be placed in an escrow account pending the construction of the sidewalk in the future.

C. The Subject Property shall also be developed substantially in accordance with the Elevations Plan titled, prepared by Archideas, Inc., dated July 6, 2007.

D. A subdivision consistent with a final approved Plan, subject to the above-stated conditions, shall be approved by the Village.

SECTION TWO: Contributions.

As a condition of obtaining a building permit, Owner shall pay to the Village the Fair Share Road Exaction Fee - \$.90 per square foot for the 45,000 square foot office building, as provided by Section 5-112(K) (6) of the Code. For the 45,000 sq. ft. total, the road fee is \$40,500.00.

The Village shall solely determine how said sums so paid shall be allocated and disbursed.

SECTION THREE: Storm Water Retention/Detention and Storm Sewers.

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for all development planned for the Subject Property (and to serve development of adjacent property as more fully described in the Recapture Agreement referenced in SECTION NINE hereof), to be constructed and installed by the Owner, as finally may be required and approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of Will County and the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") in effect at the time of final plat approval, and shall be completed by the Owner at its expense. All storm water detention/retention facilities shall be perpetually owned and maintained by the Owner.

SECTION FOUR: Water Supply.

Owner shall be required to construct and install at its expense all necessary on-site and off-site water mains to service the Subject Property (and to serve development of adjacent property as more fully described in the Recapture Agreement referenced in SECTION NINE hereof). All such water mains shall be sized, constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Owner shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances. The twelve (12") inch water main along the 102nd Avenue roadway is subject to recapture as provided in SECTION NINE hereof and shall be constructed with the roadway. The eight (8") inch internal water main extending from Orland Parkway to the north line of the Subject Property is solely the responsibility of Owner and not subject to recapture.

SECTION FIVE: Sanitary Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. Said sewers shall be sized as required by the Village. Owner shall pay the annual MWRD Service Charge for the handling and treatment of the sanitary, industrial and other waste originating within the Will County Service Area of the Village. The annual rate is equal to 140% of the current ad valorem tax rate levied by the MWRD multiplied by the latest

equalized assessed valuation of the Subject Property. This Service charge will be billed by the Village to the Owner, and successors in title, semi-annually.

SECTION SIX: Sidewalks.

All sidewalks shown on the final plan (Exhibit A) shall be constructed by Owner to the applicable Village standards.

SECTION SEVEN: Easements.

Owner agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village, of all necessary easements for the extension of sewer, water, or other utilities (to be installed as provided in SECTION TEN hereof); including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area, in accordance with the final, approved plat of subdivision.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee hereunder. It shall be the responsibility of Owner to obtain all easements, both on-site and of-site, necessary to serve the Subject Property.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No occupancy permit shall be issued for the building prior to the completion and acceptance by the Village of the required public improvements. All required public improvements shall be completed within one (1) year from the date hereof and the Owner shall deliver to the Village (at the time of presentation to the Village of the recordable plat of subdivision) an irrevocable letter of credit (the form of security Owner has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required lighting, landscaping, roadway, sidewalk, sewer and water lines and storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

SECTION NINE: Recapture of a Portion of Owner's Cost to Install Storm Sewers, Watermain, Sidewalk and Curb and Gutter, Roadway, Erosion Control and Lighting.

It is understood and agreed that Owner will be expending considerable sums of money for the construction and installation of storm sewers, watermain, sidewalk, curb and gutter, a

roadway, erosion control and lighting. These required improvements will substantially benefit the Subject Property as well as nearby or adjacent property which will be developed in the future. In order for Owner to recapture that portion of the costs for such improvements as will benefit the nearby or adjacent properties, the parties hereto shall execute and record a "Recapture Agreement" in substantially the form attached hereto as EXHIBIT B.

SECTION TEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option.

SECTION ELEVEN: Impact Requirements.

Owner agrees that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Owner further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

SECTION TWELVE: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of seven (7) years (although the Recapture Agreement provided for in SECTION NINE hereof may extend for a period of time extending beyond the date of this Agreement, and any extended time that may be agreed to by amendment.)

The terms and conditions of this Agreement relative to the payment of monies to the various contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION THIRTEEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. David P. Maher
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Owner:

1. Robert D. Deisinger, President
American Technical Publishers, Inc.
1155 W. 175th Street
Homewood, IL 60430-4600
2. Ken Wahlin, Senior Project Manager
Morgan/Harbour Construction Co.
Woodridge Commerce Centre
10204 Werch Dr., Suite 301
Woodridge, IL 60517
3. Felice B. Rose, Esq.
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION FOURTEEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code, and shall have reasonable setbacks from streets, highways and publicly owned or maintained underground utilities as the interest of safety and provision of public services may require.

SECTION FIFTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner, concurrently with the issuance of the first building permit, shall reimburse the Village for the following expenses reasonably incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services; and
- (2) all reasonable attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon reasonable demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Owner, at its option, on notice from Village may assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village, which approval shall not be unreasonably withheld.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner on an issue of importance to the

Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event either party (Owner or Village) institutes legal proceedings against the other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the party found to have violated this Agreement all expenses of such legal proceedings incurred by the substantially prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the substantially prevailing party in connection therewith. Either party may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION SIXTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. The Owner is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owner warrants and represents, to the best of its knowledge, and that of its officers and shareholders, that during the period of their ownership or control over said Subject Property they have no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner similarly represents and warrants that to the best of its knowledge, and that of its officers and shareholders, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's ownership or control of the Subject Property.

Owner similarly further represents and warrants that to the best of its knowledge and that of its officers and shareholders, the Subject Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and

during ownership or control of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

Owner's knowledge is based solely on the following:

(a) Phase I Environmental Site Assessment Report dated April 16, 2007 by Environmental Protection Industries, 1650 South Canal, South Holland, IL 60473 – EPIC project number 071078;

(b) Geotechnical Subsurface Investigation dated April 17, 2007 by Environmental Protection Industries (same address as above) EPIC project number 07-1078.00; and

(c) Natural Resources Review dated May 14, 2007 by Illinois Department of Natural Resources, One Natural Resources Way, Springfield, IL 62702-1271 INDRI Project Number 0714432.

SECTION SEVENTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon it by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released it from any or all of such obligations.

It is agreed, however, that AMERICAN TECHNICAL PUBLISHERS, INC. shall be released from any further liability or obligation hereunder as to all or any portion of the Subject Property which is conveyed to a person, firm or corporation in which the said AMERICAN TECHNICAL PUBLISHERS, INC. has no legal or equitable interest, provided such successor in interest to AMERICAN TECHNICAL PUBLISHERS, INC. (including any land trust beneficiary) shall have agreed in writing with the Village to be bound by all terms, conditions, obligations and covenants of this Agreement with respect to that portion of the Subject Property acquired by such successor in interest.

SECTION EIGHTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any

party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION NINETEEN: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION TWENTY-ONE: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions hereunder whether covered or relevant to such heading or not.

SECTION TWENTY-TWO: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION TWENTY-THREE: Authorization to Execute.

The officers of Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-FOUR: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-FIVE: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-SIX: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SEVEN: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-EIGHT: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION TWENTY-NINE: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:

AMERICAN TECHNICAL PUBLISHERS, INC.,
an Illinois corporation

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, _____ President and _____ Secretary of AMERICAN TECHNICAL PUBLISHERS, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____,

2007.

Commission expires _____

Notary Public