

ORIGINAL

FIRST AMENDMENT
TO AGREEMENT TO MAKE SUBDIVISION IMPROVEMENTS
FOR CLASS 1 SUBDIVISION
BETWEEN COUNTY, OWNER AND SUBDIVIDER

THIS FIRST AMENDMENT to that certain Agreement to Make Subdivision Improvements for Class 1 Subdivision Between County, Owner and Subdivider (hereinafter referred to as the "Agreement"), made and entered by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as "County"), and **LANDSOURCE HOLDING COMPANY, LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, Suite 400, Aliso Viejo, California 92656, and whose local office address is 25124 Springfield Court, Suite 300, Valencia, California 91355 (hereinafter referred to as "Owner"); and **LENNAR COMMUNITIES, INC.**, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 25 Enterprise Drive, #500, Aliso Viejo, California 92656, and whose local office address is 1075 Creekside Ridge Drive, Suite 110, Roseville, California 95678-1936 (hereinafter referred to as "Subdivider"), concerning **WEST VALLEY VILLAGE, UNIT 3B** (hereinafter referred to as "Subdivision"); the Final Map of which was filed with the El Dorado County Board of Supervisors on the 28th day of August, 2007;

RECITALS

WHEREAS, the Agreement requires Owner and Subdivider to complete the subdivision improvements thereunder on or before August 28, 2009, and Owner and Subdivider have not completed all of the improvements but have requested an extension of time to complete the subdivision improvements;

WHEREAS, on February 7, 2012, the Board of Supervisors directed the Department of Transportation to process an amendment to the Agreement extending the time for completion of the subdivision improvements for Board approval;

WHEREAS, the drainage improvement work required under the Subdivision Grading Agreement was not completed and Owner and Subdivider have requested said work be completed with the subdivision improvements, amending **Exhibit F, Schedule of Erosion Control Improvements**;

WHEREAS, the estimated costs of installing the improvements have changed, requiring amended cost exhibits and decreased securities;

WHEREAS, the County's notice recipients and the County officer or employee with responsibility for administering this Agreement have changed;

NOW, THEREFORE, the parties hereto, in consideration of the recitals, terms and conditions herein, do hereby agree to amend the terms of the Agreement as follows:

Section 1 shall be amended to read as follows:

1. Make or cause to be made all those public improvements in Subdivision required by Section 16.16.010 of the El Dorado County Ordinance Code (hereinafter referred to as "Code") and shown or described in the improvement plans, specifications and cost estimates entitled **WEST VALLEY VILLAGE - UNIT 3B IMPROVEMENT PLANS** which were approved by the County Engineer, Department of Transportation, on April 27, 2006. Attached hereto are Amended Exhibit A, marked "Amended Schedule of Street Improvements;" Amended Exhibit B, marked "Amended Schedule of Water Improvements;" Amended Exhibit C, marked "Amended Schedule of Recycled Water Improvements;" Amended Exhibit D, marked "Amended Schedule of Sewer Improvements;" Amended Exhibit E, marked "Amended Schedule of Power and Telephone Improvements;" and Amended Exhibit F, marked "Amended Schedule of Erosion Control / Drainage Improvements;" and the certificate, marked "Amended Certificate of Partial Completion of Subdivision Improvements," all of which are incorporated herein and made by reference a part hereof. The Amended Exhibits and Certificate of Partial Completion describe quantities, units and costs associated with the improvements to be made.

Section 3 is hereby amended to read as follows:

3. Complete the Subdivision improvements contemplated under this Agreement on or before February 7, 2013.

Section 23 shall be amended to read as follows:

23. The estimated cost of installing all of the improvements is **TWO MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS AND 65/100 (\$2,384,434.65)**. The revised cost estimates shall be in accordance with the certificate marked, "Amended Certificate of Partial Completion of Subdivision Improvements," incorporated herein and made by reference a part hereof.

Section 29 shall be amended to read as follows:

29. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Steve P. Kooyman, P.E.
Acting Deputy Director,
Engineering,
Transportation Planning &
Land Development Division

County Of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Owner shall be addressed as follows:

LandSource Holding Company, LLC
25124 Springfield Court, Suite 300
Valencia, California 91355

Attn.: Jeffrey Lawhon, Vice President

or to such other location as Owner directs.

Notices to Subdivider shall be addressed as follows:

Lennar Communities, Inc.
~~1075 Creekside Ridge Drive, Suite 110~~ 1420 Rocky Ridge Drive, Ste. 320
Roseville, California ~~95678-1936~~ 95661

Attn.: Larry Gualco, Vice President

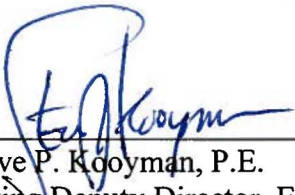
or to such other location as Subdivider directs.

Section 30 shall be amended to read as follows:

30. The County officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division, Department of Transportation, or successor.

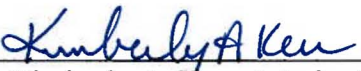
Except as herein amended, all other parts and sections of that certain Agreement shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Steve P. Kooyman, P.E.
Acting Deputy Director, Engineering
Transportation Planning &
Land Development Division
Department of Transportation

Dated: 1/7/13

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Interim Director
Department of Transportation

Dated: 1/8/13

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this First Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:

~~Ferri Daly~~ **JAMES S. MITRISIU**
~~Acting~~ Clerk of the Board of Supervisors

By: _____

Dated: _____


Deputy Clerk

"OWNER"
LANDSOURCE HOLDING COMPANY, LLC
A Delaware Limited Liability Company

By: LandSource Holding Company, LLC
A Delaware Limited Liability Company

By: Newhall Land Development, LLC
A Delaware Limited Liability Company
its Sole Member

By: Newhall Holding Company, LLC
A Delaware Limited Liability Company,
its Manager

By:  _____

Dated: 10/19/12

Jeffrey Lawhon
Vice President

OWNER

ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 10, 2012 before me, Mary Alexander, Notary Public,
(here insert name and title of the officer)

personally appeared Jeffrey R. Lawton

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

Signature Mary Alexander



**“SUBDIVIDER”
LENNAR COMMUNITIES, INC.
A California Company**

By: Lennar Homes of California, Inc.
A California Corporation
Its California Manager

By: 

Larry Gualco
Vice President

Dated: 10/17/12

By: _____
Corporate Secretary

Dated: _____

"SUBDIVIDER"
LENNAR COMMUNITIES, INC.
A California Company

By: Lennar Homes of California, Inc.
A California Corporation
Its California Manager

By: _____
Larry Gualco
Vice President

Dated: _____

By: Carol Keith

~~Corporate Secretary~~
VP / Division Controller

Dated: 12/19/12

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

On 12/7/12 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Larry Gualco

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

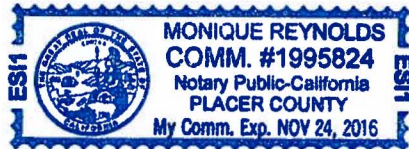
On 12/19/12 before me, Monique Reynolds, Notary Public
(here insert name and title of the officer)

personally appeared Earl Keith

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)

Amended Exhibit A

Amended Schedule of Street Improvements

Owner and Subdivider agree to improve all streets and roads for dedication upon the final map of the **West Valley Village, Unit 3B** Subdivision required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Street Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
3"AC/8"AB	66,181	SF	\$ 4.80	\$ 317,668.80
Rolled Curb and Gutter	3,469	LF	\$ 30.50	\$ 105,804.50
Concrete Sidewalk (4")	1,147	SF	\$ 6.10	\$ 6,996.70
Handicap ramp	1	EA	\$ 2,000.00	\$ 2,000.00
Stop Bar and "STOP" sign	3	EA	\$ 762.00	\$ 2,286.00
Street Sign	3	EA	\$ 406.40	\$ 1,219.20
Amended Subtotal for Street Improvements:				\$ 447,975.20

Amended Exhibit B

Amended Schedule of Water Improvements

Owner and Subdivider agree to install the water supply and distribution system in the **West Valley Village, Unit 3B** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
10" PVC C-900 (CL 150)	1,634	LF	\$ 54.00	\$ 88,236.00
10" Gate Valve	3	EA	\$ 1,080.00	\$ 3,240.00
2"Blow Off	3	EA	\$ 840.00	\$ 2,520.00
1"Air Release Valve	3	EA	\$ 1,140.00	\$ 3,420.00
Fire Hydrant & Appurtenances	6	EA	\$ 3,000.00	\$ 18,000.00
Water Services (1")	29	EA	\$ 600.00	\$ 17,400.00
Backflow Preventor	37	EA	\$ 1,000.00	\$ 37,000.00
Connect to Existing waterline	2	EA	\$ 2,400.00	\$ 4,800.00

Amended Subtotal for Water Improvements: \$ 174,616.00

Amended Exhibit C

Amended Schedule of Recycled Water Improvements

Owner and Subdivider agree to install the recycled water supply and distribution system in the **West Valley Village, Unit 3B** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Recycled Water Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC, C-900, CL 150	1,647	LF	\$ 42.00	\$ 69,174.00
6" Gate Valve	3	EA	\$ 840.00	\$ 2,520.00
2" Blow Off	4	EA	\$ 840.00	\$ 3,360.00
1"Air Release Valve	3	EA	\$ 1,140.00	\$ 3,420.00
Water Services (1")	26	EA	\$ 600.00	\$ 15,600.00
Connect to Existing waterline	2	EA	\$ 2,400.00	\$ 4,800.00

Amended Subtotal for Recycled Water Improvements: \$ 98,874.00

Amended Exhibit D

Amended Schedule of Sewer Improvements

Owner and Subdivider agree to install the sanitary sewer collection and disposal system in the **West Valley Village, Unit 3B** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Sewer Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
6" PVC, SDR-35	1,624	LF	\$ 48.00	\$ 77,952.00
Manhole (48")	8	EA	\$ 3,600.00	\$ 28,800.00
Sewer Service (4")	24	EA	\$ 600.00	\$ 14,400.00
Pumped Sewer Service	2	EA	\$ 960.00	\$ 1,920.00
Connect to Existing Sewerline	2	EA	\$ 1,800.00	\$ 3,600.00
TV Sewer Line	1,624	LF	\$ 2.05	\$ 3,329.20

Amended Subtotal for Sewer Improvements: \$ 130,001.20

Amended Exhibit E

Amended Schedule of Power and Telephone Improvements

Owner and Subdivider agree to install the underground power and telephone utilities in the **West Valley Village, Unit 3B** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Power and Telephone Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
Mainline Trenching	64	Lot	\$ 1,920.00	\$ 122,880.00
Conduit and Boxes	64	Lot	\$ 1,440.00	\$ 92,160.00
Wiring and Transformers	64	Lot	\$ 1,440.00	\$ 92,160.00
Utility Services	64	Lot	\$ 8,000.00	\$ 512,000.00

Amended Subtotal for Power and Telephone Improvements: \$ 819,200.00

Amended Exhibit F

Amended Schedule of Erosion Control / Drainage Improvements

Owner and Subdivider agree to install the erosion control and drainage improvements in the **West Valley Village, Unit 3B** Subdivision as required by the El Dorado County Subdivision Ordinance in accordance with the plans and specifications thereof approved by the County Engineer, and as set forth in the following Amended Schedule of Erosion Control / Drainage Improvements:

Item Description	Quantity	Units	Unit Cost	Total Cost
12" HDPE	36	LF	\$ 50.80	\$ 1,828.80
18" HDPE	170	LF	\$ 55.90	\$ 9,503.00
Santa Rosa Type 4AC Inlet	3	EA	\$ 3,120.00	\$ 9,360.00
48" Manhole	3	EA	\$ 3,600.00	\$ 10,800.00
Connect to Existing Storm Drain	2	EA	\$ 1,800.00	\$ 3,600.00
TV Storm Drains	206	LF	\$ 2.05	\$ 422.30
Erosion Control Maintenance	64	LOTS	\$ 760.00	\$ 48,640.00
Fugitive Dust Control	64	LOTS	\$ 760.00	\$ 48,640.00
SWPPP Compliance	64	LOTS	\$ 480.00	\$ 30,720.00

Amended Subtotal for Erosion Control / Drainage Improvements: \$ 163,514.10

Amended Certificate of Partial Completion of Subdivision Improvements

I hereby certify that the following cost estimates have been revised to reflect the current economy and that improvements for **West Valley Village Unit 3B Subdivision, TM 99-1359-3B** have been completed, to wit:

	Total Amount	Percent Complete	Remaining Amount
Street Improvements	\$ 447,975.20	0%	\$ 447,975.20
Water Improvements	\$ 174,616.00	0%	\$ 174,616.00
Recycled Water Improvements	\$ 98,874.00	0%	\$ 98,874.00
Sewer Improvements	\$ 130,001.20	0%	\$ 130,001.20
Power and Telephone Improvements	\$ 819,200.00	0%	\$ 819,200.00
Erosion Control / Drainage Improvements	\$ 163,514.10	62.62%	\$ 61,121.57
Bond Enforcement (2%)	\$ 36,683.61	0%	\$ 36,683.61
Construction Staking (4%)	\$ 73,367.22	0%	\$ 73,367.22
Construction Management (10%)	\$ 183,418.05	0%	\$ 183,418.05
Contingency (10%)	\$ 183,418.05	0%	\$ 183,418.05
Inspection (4%)	\$ 73,367.22	0%	\$ 73,367.22
Total	\$ 2,384,434.65		\$ 2,282,042.12

I estimate the revised total cost of completing the improvements agreed to be performed by the Owner and Subdivider to be **Two Million Three Hundred Eighty-Four Thousand Four Hundred Thirty-Four Dollars and 65/100 (\$2,384,434.65)**.

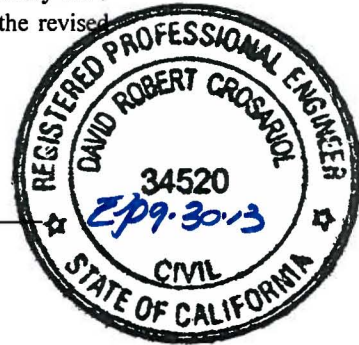
I estimate the revised total cost of completing the remainder of the improvements to be **Two Million Two Hundred Eighty-Two Thousand Forty-Two Dollars and 12/100 (\$2,282,042.12)** and the revised cost of the completed work to be **One Hundred Two Thousand Three Hundred Ninety-Two Dollars and 53/100 (\$102,392.53)**.

The revised amount of the Performance Bond is **Two Million Two Hundred Ninety-Two Thousand Two Hundred Eighty-One Dollars and 37/100 (\$2,292,281.37)**, representing a reduction of 90% of the revised cost estimate for the work completed.

The revised amount of the Laborers and Materialsmen Bond is **One Million One Hundred Ninety-Two Thousand Two Hundred Seventeen Dollars and 33/100 (\$1,192,217.33)**, which is 50% of the revised Total Cost of the Improvements.


DATED: 10.15.12


 David R. Crosarial, RCE 34520
 CTA Engineering & Surveying
 3233 Monier Circle
 Rancho Cordova, CA 95742



ACCEPTED BY THE COUNTY OF EL DORADO

DATED: 1/7/13


 Steve V. Kooyman, P.E.
 Acting Deputy Director, Engineering
 Transportation Planning & Land
 Development Division

Rider #1
West Valley Village Unit 3B, TM 99-1359-3B

RIDER

To be attached and form part of:

Bond Number 94-89-01
dated May 29, 2007

issued by the National Union Fire Insurance Company of Pittsburgh, Pa.
(Surety)
in the amount of \$2,494,312.63 – Performance Bond;
\$1,247,156.32 – Laborers and Materialmens Bond

on behalf of Lennar Communities, Inc.
(Principal)

and in favor of County of El Dorado, California
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the referenced bond shall be amended as follows:

Bond amount amended as follows, respectively:	
Performance Bond	Laborers and Materialmens Bond
From: \$2,494,312.63	From: \$1,247,156.32
To: \$2,292,281.37	To: \$1,192,217.33

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 1st day of November, 2012.

Signed, Sealed and Dated this 30th day of October, 2012.

Lennar Communities, Inc., a California corporation
(Principal)

By: _____

National Union Fire Insurance Company of Pittsburgh, Pa.
(Surety)

By: _____

Irene Lau, Attorney-in-Fact

Acknowledged and approved:

County of El Dorado

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On OCT 30 2012 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Irene Lau
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(Seal)

WITNESS my hand and official seal.

Kathy R Mair
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Irene Lau

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 28747

No. 05-B-34748

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---Irene Lau, Kathy R. Mair, Mechelle Larkin of Newport Beach, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 18th day of July, 2012



Anthony Romano, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6125671
Qualified in Bronx County
My Commission Expires April 18, 2013

On this 18th day of July, 2012 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

OCT 30 2012

this day of



Denis Butkovic, Secretary

65166 (4/96)

SUBDIVIDER

ACKNOWLEDGMENT

State of California

County of Placer

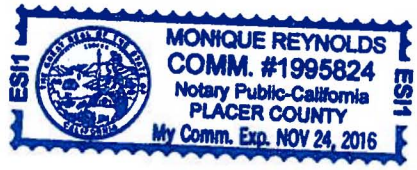
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(here insert name and title of the officer)

personally appeared Larry Gualco

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Monique Reynolds



(Seal)