

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

THIS AGREEMENT (hereinafter referred to as the “Contract”) made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and LEADERSHIP DEKALB, INC., a domestic nonprofit corporation organized and existing under the laws of the State of Georgia, with offices in DeKalb County, Georgia (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide leadership training services in DeKalb County, Georgia.

WHEREAS, the Governing Authority of the County has an interest in developing the leadership and management skills and capabilities as its employees;

WHEREAS, the Contractor provides leadership training services that provide a substantial benefit to members of the DeKalb County community, including those employees of the County who participate in the Contractor’s programs;

WHEREAS, the Governing Authority of the County has found that partnering with the Contractor to provide leadership and management training to County employees will provide a substantial benefit to the County;

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings and agreements set forth herein and in the Agreement for Professional Services, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

## **ARTICLE I. CONTRACT TIME**

The Contractor shall commence the Work, as defined below, under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall provide the benefits defined below as the Work for the duration of the Contract. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

## **ARTICLE II. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A. § 36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2028, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

## **ARTICLE III. PAYMENT**

As full payment for the faithful performance of this Contract, the County shall pay the Contractor the Contract Price, which is an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00) unless changed by written Change Order in accordance with the terms of this Contract. The Contract Price shall be apportioned as follows: One Hundred

Thousand and 00/100 Dollars (\$100,000.00) to be paid in 2026, One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be paid in 2027, One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be paid in 2028. In the event that the Contract is not renewed at any time prior to December 31, 2028, the County shall make no further payments to Leadership DeKalb. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$310,000.00. If the original Contract or Purchase Order Price does not exceed \$310,000.00, but the Change Order will make the total Contract Price exceed \$310,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

\_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_

#### **ARTICLE IV. SCOPE OF WORK**

In consideration for the Contract Price as set forth below, the Contractor agrees to provide the following benefits to the County (the “Work”):

- A. Tuition Waiver. Contractor shall grant the County one (1) tuition waiver for its Leadership Program each year for the duration of the Contract. The County shall award the waiver to an employee of the County of its choosing who has applied to and been accepted into the Leadership Program.
- B. Tuition Discount. In addition to the Tuition Waiver, the Contractor shall grant \_\_\_\_\_ employees of the County a five percent (5%) discount for its Leadership Program.
- C. Promotional Materials. The Contractor agrees to recognize the County for its support of Leadership DeKalb in any and all promotional materials that highlight contributions of sponsors, supporters, benefactors, or any other individuals or organizations that provide resources, financial or otherwise, to Leadership DeKalb.

#### **ARTICLE V. GENERAL CONDITIONS**

- A. **Accuracy of Work.** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.
- B. **Additional Work.** The County shall in no way be held liable for any work performed under this section that has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven

(7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which even the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

- C. **Successors and Assigns.** The Contract agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity other than the Contractor.
- D. **Reviews and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the

Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

E. **Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorneys' fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

F. **Indemnification Agreement.** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to person or property, including

employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents, and servants, hereinafter collectively referred to in this Section as “the County Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, the Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, the Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the County Indemnatee’s sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all

claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on this part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- G. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no



inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

- H. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

I. **Contractor and Subcontractor Evidence of Compliance; Federal Work**

**Authorization.** Pursuant to O.C.G.A. § 13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Contractor certifies that it has compiled and will continue to comply throughout the Contract Term with O.C.G.A. § 13-10-91 and any related and applicable Georgia Department of Labor Rule. The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13-10-91. The signed affidavit is attached to this Contract as Attachment A. The Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment B. Each Subcontractor agrees that in the event it employs or contracts with any sub-contractor(s), each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and

continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C.

**J. County Representative.** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**K. Contractor's Status.** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among its employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking, or retirement benefits. All services provided by the Contractor shall be by employees of the Contractor or its Subcontractors and subject to supervision by the Contractor. No officer or employee of the Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and

other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

**L. Georgia Open Records Act.** The Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*

**M. Business License.** The Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, the Contractor shall submit a valid county or city business license. If the Contractor is a joint venture, the Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, the Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If the Contractor holds a professional license, then the Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. The Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

**N. Sale Agreement.** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly

incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

- O. Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Affidavit; Attachment B, Subcontractor's Affidavit(s); Attachment C, Sub-subcontractor's Affidavit(s); and Attachment D, Certificate of Corporate Authority or Joint Venture Certificate.
- P. Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- Q. Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or its authorized representative by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the County:**

Chief Executive Officer  
DeKalb County Government  
Manuel J. Maloof Center  
1300 Commerce Drive, 6th floor  
Decatur, GA 30030

and

Executive Assistant  
Chief Executive Officer  
DeKalb County Government  
Manuel J. Maloof Center  
1300 Commerce Drive, 6th floor  
Decatur, GA 30030

With a copy to:

Acting Chief Procurement Officer  
DeKalb County Purchasing and Contracting Department  
2nd Floor, Room 202  
1300 Commerce Drive  
Decatur, GA 30030

With a copy to:

Director of the Finance Department  
1300 Commerce Drive  
Decatur, GA 30030

**If to the Contractor:**

Executive Director  
Leadership DeKalb, Inc.  
315 W. Ponce de Leon Ave.  
Suite 550  
Decatur, GA 30030

With a copy to:

Chair, Board of Directors  
Leadership DeKalb, Inc.

---

- R. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.
- S. **Controlling Provisions.** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issues after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

<b>LEADERSHIP DEKALB, INC.</b>  <hr/> Signature  <hr/> Name (Typed or Printed)  <hr/> Title  <hr/> Federal Tax I.D. Number  <hr/> Date	<b>DEKALB COUNTY, GEORGIA</b>  <hr/> Signature  <hr/> Name (Typed or Printed) Chief Executive Officer  <hr/> Date
<b>ATTEST:</b>  <hr/> Signature  <hr/> Name (Typed or Printed)  <hr/> Title  <hr/> Date	<b>ATTEST:</b>  <hr/> Signature  <hr/> Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia  <hr/> Date
<b>APPROVED AS TO SUBSTANCE:</b>  <hr/> Chief Operating Officer  <hr/> Date	<b>APPROVED AS TO FORM:</b>  <hr/> County Attorney Signature  <hr/> County Attorney Name (Typed or Printed)  <hr/> Date





**ATTACHMENT B**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five (5) business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five (5) business days of receipt a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
 Federal Work Authorization User Identification Number

\_\_\_\_\_  
 Date of Authorization

\_\_\_\_\_  
 Name of Subcontractor

\_\_\_\_\_  
 Name of Project

\_\_\_\_\_  
 Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2025 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
 Signature of Authorized Officer or Agent

\_\_\_\_\_  
 Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
 \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:

**ATTACHMENT C**  
**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
 Federal Work Authorization User Identification Number

\_\_\_\_\_  
 Date of Authorization

\_\_\_\_\_  
 Name of Sub-subcontractor

\_\_\_\_\_  
 Name of Project

\_\_\_\_\_  
 Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2025 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
 Signature of Authorized Officer or Agent

\_\_\_\_\_  
 Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
 \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:  
 \_\_\_\_\_

**ATTACHMENT D  
CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_ (Leadership DeKalb Secretary), hereby certify the following:

That I am the duly elected and authorized Secretary of Leadership DeKalb, Inc.  
(hereinafter referred to as the “Contractor”), a domestic nonprofit corporation organized and  
incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the  
corporation, duly authorized and directed \_\_\_\_\_, in his/her official capacity as  
\_\_\_\_\_ of the corporation, to enter into and execute the following described agreement  
with DeKalb County, a political subdivision of the State of Georgia: \_\_\_\_\_.

That the foregoing Resolution of the Board of Directors has not been rescinded,  
modified, amended, or otherwise changed in any way since the adoption thereof, and is in full  
force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal:

This the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(CORPORATE SEAL)

Secretary