

CONTRACT FOR FINANCIAL ADVISORY SERVICE

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham ("City") and DEC Associates, Inc. ("Contractor" or "Advisor"), a corporation organized and existing under the laws of North Carolina.

Sec. 1. Background and Purpose. The City of Durham desires to engage the services of a recognized financial consultant with expertise in governmental and private financing to assist in the review, evaluation, planning, development, and administration of certain of its financial operations, capital projects, and financing plans. Through the execution of this contract, the City will engage an Independent Registered Municipal Advisor (IRMA) pursuant to MSRB and SEC regulations. Upon execution of the Contract, the City will designate DEC Associates, Inc. to act as financial advisor of record to the City for the purpose of reviewing, evaluating, planning, developing, administering, soliciting, structuring, negotiating and otherwise assisting the City in its financial operations, and the Advisor does hereby accept such designation, upon the following terms and conditions:

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall provide the following services:

(a) **BASIC SERVICES - ADVISORY SERVICES** – Once this agreement is made, the Advisor shall provide the following Basic Services:

- A. The Advisor will provide advice and recommendations with respect to subjects within the Advisor's competence related to the City's financial operations and activities, including:
 - 1. Financing and capital raising activities, including use of financial products,
 - 2. Capital budgeting and execution,
 - 3. Structuring financial affairs in anticipation of project financing and funding requirements,
 - 4. Overall financial planning and financial strategy execution, and,
 - 5. Maintenance of sound credit ratings and attendant financial policies.
- B. The Advisor will provide the City with on-going advice and counsel regarding any additional matters concerning or related to its financial operations and activities as reasonably requested.

(b) **ADDITIONAL SERVICES - SCOPE OF WORK AND SERVICES - ADVISORY ASSIGNMENTS** - The Advisor shall provide Additional Services in accordance with one or more specific advisory assignments. A list of services will be issued by the City Manager or designee for each specific advisory assignment, in accordance with this contract, including the remaining provisions of this subsection (b).

- A. Review financial and other information including:
 - 1. City financials;
 - 2. Contracts and documents related to the anticipated capital project, if applicable;
 - 3. Management and operations documents and information;
 - 4. Government-related information (organization, structure, and legal status);
 - 5. Revenue options for repayment of the Project debt service.
- B. Evaluate alternative approaches and structures (GOs, COPs, LOBs, SOBs, Revenue Bonds and other structures, if available) for financing a project or proposed project, taking into account relevant factors, including:
 - 1. The City's guiding financial plan, financing needs and objectives;
 - 2. Assessment of the market for both public and private methods to finance the project;
 - 3. Risks and rewards of anticipated financing approaches;
 - 4. Conditions in the current financial markets;
 - 5. Legal parameters;
 - 6. Potential for effect on the City's credit standing;
 - 7. Impact on financial flexibility and cashflow requirements; and
 - 8. Long-term capital plans and financial strategy of the City.

- C. Evaluate alternative structures that may strengthen investor interest and improve the cost efficiency of transactions when considering market conditions, market innovations, and other factors such as:
 - 1. Instrument type;
 - 2. Security and collateral options;
 - 3. Amortization options;
 - 4. Interest rate options;
 - 5. Use of tax-free and other modes;
 - 6. Payment period;
 - 7. Redemption and prepayment provisions;
 - 8. Other provisions.
- D. Assist in directing and coordinating credit processes to maximize the credit rating with agencies (if publicly offered), and lenders (if privately placed), including:
 - 1. Initiating contact and maintaining liaison;
 - 2. Coordinating information and document flow;
 - 3. Preparing presentation materials;
 - 4. Coordinating presentations;
 - 5. Negotiating key business points; and
 - 6. Conducting follow-ups to finalize commitments.
- E. Assist in the development of a well-defined marketing strategy to achieve the best possible financing terms including the lowest cost, interest rate, and total debt service for the proposed project, if publicly offered.
- F. Assist and advise in the selection of financing mode(s) and lender(s) and underwriter(s) and the negotiation of terms, including:
 - 1. Initiating contact and maintaining communications with potential lenders, underwriters and issuers;
 - 2. Preparing and reviewing information and documents for submission to lenders, underwriters and issuers;
 - 3. Coordinating presentations and submissions to lenders, underwriters and issuers;
 - 4. Preparing requests for financing proposals;
 - 5. Handling and advising in negotiations with lenders, underwriters and issuers; and
 - 6. Obtaining, reviewing, and evaluating financing proposals.
- G. Advise as to the method of sale for the particular debt transaction, whether public or private offering.
- H. Provide other assistance in connection with the actual or proposed project, including the following:
 - 1. Develop timetable for work and distribution list for correspondence;
 - 2. Organize meetings and conference calls;
 - 3. Attend all meetings requested by the City, lenders, underwriters, or issuers;
 - 4. Monitor, as appropriate, actions required of principal participants on financing team;
 - 5. Serve as liaison to companies, persons, and officials that are not members of financing team (e.g., rating agencies and such other companies, persons, officials, entities, etc.), as requested by the City;
 - 6. Maintain constant communications with City staff, legal counsel, and others regarding progress of work;
 - 7. Assess market activity on an on-going basis and keep City staff aware of current interest rate levels and general market conditions.
- I. Assist in the closing of the transaction(s) by coordinating, reviewing, monitoring, and following-through on elements of the financing process to insure timely and proper closing of the financing transaction(s) and any post-closing follow-up, including:
 - 1. Coordinate efforts of lender, underwriter, issuer, purchasers, counsel, printer, and other closing participants;

2. Verify, as requested, closing numbers;
 3. Review closing documents;
 4. Review of debt service schedules;
 5. Assist with any post-closing issues or follow-up.
- (c) The Contractor will provide the City with on-going advice and counsel regarding any other matters concerning or related to the actual or proposed project when such advice and counsel is requested. The Contractor will review, as requested, financing concepts, ideas and structures, all as proposed by financial services firms in conformance with the IRMA exemption.
- (d) In this contract, "Work" (whether or not capitalized) means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Term; Renewal. The term of this contract is three years from the date of the contract. The City has the option to extend it by one, two, or three consecutive one-year periods. To extend, the City must give the Contractor notice at least 15 days before the expiration of the then-current term. After the expiration of the term (including extensions, if any), any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality shall remain in force.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation.

- (a) The Contractor shall send invoices to the City at the end of an assignment on the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.
- (b) Each specific advisory engagement agreed to by the City and the Contractor will be documented by a in writing outlining the description of the advisory assignment, specific scope of services, fee and timing for payment for that assignment and other details, as needed.
- (c) The Advisor will be entitled to receive as consideration for services rendered a financial advisory fee for the specific advisory assignment. The fee will vary based upon size and complexity of the assignment, type of financing used, mode of the financing and other factors. The Advisor will be reimbursed for all out of pocket costs, including , travel, mailing, communications, copy and other costs. The out of pocket costs customarily will be billed at the time of billing of fees but the time of billing for those costs may change based upon agreement, and the City Manager, City Manager's designee, or the Project Manager referred to in section 6 is authorized to make such an agreement on behalf of the City.
- (d) The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.
- (e) Should the City request assistance outside the scope of the services listed in Section 2 of this Contract (such as services related to selection of a primary depository service financial institution), additional fees shall apply. Said fee(s) shall be mutually agreed upon in writing prior to service commencement.
- (f) Prior to entering into any contract or agreement which could lead to an actual or perceived conflict of interest, the Contractor will provide the City written notice thirty (30) days prior to the execution of the agreement.
- (g) Upon the making of this Agreement, the City shall be obligated to pay the Advisor a "contract execution fee" of \$5.00. That fee is payable at any time but is not past due until the third anniversary of the making of this Agreement.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

- (b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment

to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. No insurance is required by the City.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section 2 above or in any agreement describe in section 2, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits – There are no exhibits to this contract.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to also send a copy by email when using another method.

To the City:

Treasurer, Finance Department
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) 697-0896
Email: treasurydiv@durhamnc.gov

To the Contractor:

Douglas Carter.
DEC Associates, Inc.
2133 Southend Drive, Unit 306
Charlotte, NC 28203

704-334-7478 phone

704-334-7481 fax

dcarter@decassociatesinc.com

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection

with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law. Except where the context requires otherwise, in this contract, "law" means all local, State, and Federal statutes, ordinances, rules, and regulations, as well as orders issued by a governmental entity with jurisdiction, and includes case law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES

AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall distribute to employees and applicants for employment, notices setting forth these EEO provisions. (2) if the Contractor shall solicit or advertise for employees, it will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) if the Contractor enters into an agreement with a collective bargaining unit, it shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are

discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 15. E-Verify Compliance. The Contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).

Sec. 16. Authority to Negotiate Fees. By authorizing this contract, the City Council has delegated to the City Manager or designee the authority to negotiate and pay fees (including expenses) for assignments made under section 2 of this contract. The maximum fee (including expenses) for any such assignment will be \$100,000. To the extent a proposed or actual financing is involved in the assignment, the City Manager and designee are directed to set fees (including expenses) based on the size, nature and complexity of the financing.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

DEC ASSOCIATES, INC.

By: _____ (SEAL)
Doug Carter, President

State of _____ ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that Doug Carter personally appeared before me this day and stated that he is president of DEC Associates, Inc., a corporation, and that by authority duly given and as the act of the corporation, he signed, under seal, the foregoing contract with the City of Durham. This the _____ day of _____, 20____.

My commission expires: _____

Notary Public