SUBDIVISION AND/OR LAND DEVELOPMENT AGREEMENT

This agreement is made, by and between municipality Delaware County, Pennsylvania (hereinafter “municipality”), and developer name, a Pennsylvania corporation, (hereinafter “developer”).

Background

The developer represents that it is the legal owner of development name situated in municipality. Development name is shown on a final subdivision and/or land development plan, prepared by plan preparer name, which plan, dated <date>, last revised <date>, was granted final subdivision and/or land development approval by municipality on <date>. The final subdivision and/or land development plan indicates that development name is located on street name. Development name contains approximately development acres, all within the zoning district.

The developer intends to develop development name with number and type of use. This plan (hereinafter “development plan”) shows the planting of street trees and the installation of street signs, along with other improvements.

The developer has applied to municipality, under the subdivision and land development ordinance, for final approval of the development plan. The governing body, by official action on <date>, granted final approval for the development plan, subject to conditions accepted by the developer. The conditions on final approval of the development plan are stated in the municipality final subdivision and/or land development plan approval or in a written list of conditions signed by the developer. As a condition of final subdivision and/or land development plan approval, the developer agreed to enter into a development agreement, whereby it will be legally bound to complete all improvements shown on the development plan, as conditionally approved by municipality, to reimburse municipality for the cost to municipality for preparing the development agreement and for inspecting the construction and implementation of the development plan, and to comply with all applicable municipality, state, and federal codes and ordinances.

Municipality requires the developer to deposit with municipality adequate financial security to guarantee performance of the developer’s promises and obligation under the development agreement, said obligations which include the completion of improvements and common amenities pursuant to the development plan, as finally approved, and to guarantee the structural integrity and proper functioning of any public improvements in accordance with the design and specifications required by the approved final subdivision and/or land development plan for eighteen (18) months after municipality accepts dedication of or maintenance responsibility for the improvement. This financial security shall be in a form that complies with Article X of the subdivision and land development ordinance.

Terms

Now therefore, in consideration of the mutual promises stated herein and intending to be legally bound, municipality and the developer covenant and agree as follows:

I. Improvements to be constructed by the developer.

A. The term “improvements,” as used in this agreement, shall mean those items depicted on the development plan and listed on the municipality estimate, dated <date>, and attached hereto as Exhibit a, and the stormwater and erosion and sedimentation management facilities as finally shown upon an approved subdivision and/or land development plan.

B. The development plan and the municipality approval of <date>, are incorporated herein by reference.

C. The developer will construct or cause to be constructed, at its own cost and expense, without any expense or cost whatsoever to municipality, all of the improvements.

D. The developer will construct or cause to be constructed all improvements in strict conformity with the development plan, as finally approved (i.e., with all conditions of approval), and in compliance with all other applicable municipality ordinances, resolutions, regulations, and specifications.

E. The parties understand and agree that the developer will comply strictly with the municipality subdivision and land development ordinance, as the requirements of this ordinance may have been modified or varied by the express condition of final subdivision and/or land development plan approval.

F. The gas, water, sewage, stormwater drainage, electric, telephone, cable television, and fire protection facilities or any part thereof, including all service connections thereto, hereafter “public utility systems,” that are to be located under new streets shall be installed before the paving of such streets.

G. All public utility systems, including cable television, to be installed in or under streets constructed or improved pursuant to the development plan shall be completed and, where required by this agreement, inspected and approved by municipality before paving of the cartway.

H. All sections of existing streets and/or pedestrian areas that undergo significant deterioration as a result of implementation of the development plan shall be repaired and repaved to their full width by the developer at the developer’s cost and expense.

I. Before connecting any new storm sewers to existing sewer or drainage systems, the developer shall obtain all necessary approvals and permits from municipality, PADEP, and PennDOT, and the developer shall provide proof of any state approvals and permits to municipality.

J. There shall be no revision or change of the development plan as approved or any construction detail or specification therein or required by any municipality ordinance, unless municipality approves such change. Municipality may authorize the developer to change construction details which do not alter a standard required by municipality ordinance or regulation, a condition on final subdivision and/or land development plan approval, or make a substantial change in the final subdivision and/or land development plan as approved. The developer shall submit any proposed changes in the approved final subdivision and/or land development plan or any other specification to municipality with such drawings, plans, and written explanations as shall be required by municipality for adequate review of the proposed change. All such proposed changes shall be reviewed by and bear the stamp of the developer’s engineer. Municipality shall review any change proposed by the developer and, with respect to any change that is more than a construction detail, shall provide municipality with an analysis of the change and make a recommendation for action. The developer shall not cause any work to be done pursuant to a change in the plans or any specification that is more than a change in a construction detail until municipality has approved the change. If municipality approves a change in the plans or specifications, the developer agrees to enter into any additional formal agreements with municipality necessary to bring such changes within the scope of this agreement. No construction or other work shall be done pursuant to any change in plans or specification until such changes are incorporated into this agreement and the developer provides adequate financial security, which complies with Article X of the subdivision and land development ordinance and is acceptable to municipality to guarantee any additional construction costs for additional improvements.

K. The developer shall cause all improvements to be constructed in a workmanlike manner and to be completed in first class condition to the satisfaction of municipality.

L. In constructing the improvements, the developer agrees to use materials that meet all requirements, specifications, and standards required by the final subdivision and/or land development plan approval, municipality ordinances, regulations, and resolutions.

M. Within five (5) days after each improvement is completed, the developer, by written notice, shall request that municipality conduct a final inspection of the improvement. Municipality will determine if improvements are defective as to materials and/or workmanship and if they fail to comply with an applicable standard or plan and will immediately notify the developer of any such determination.

N. The developer agrees that if any materials used in the construction of improvements shall be rejected or disapproved as defective or unsuitable by municipality or done without prior inspection when prior inspection is necessary to determine compliance with the plans or this agreement, then said materials and work shall be removed and replaced with other approved materials.

O. The developer agrees to acquire such easements or rights-of-way for drainage and utility purposes as may be required to comply with the development plan and specifications and applicable statutes and regulations; said easements or rights-of-way shall include all rights and privileges necessary to construct, maintain, operate, repair, replace, reconstruct, and alter utilities and drainage facilities as required by said plans, specifications, statutes, and regulations. It is understood and agreed by the parties that the cost and expense of acquiring all easements and rights-of-way shall be borne by and paid for by the developer.

II. Conditions to be met prior to commencing construction of improvements.

A. No building permits shall be issued, and no improvements shall be commenced until:

1. The development plan, as finally approved, is recorded according to law

2. This agreement is duly signed and delivered;

3. The developer pays $amount to municipality to be held in escrow by municipality (pursuant to this section and Article IV hereof) and to be drawn on by municipality to pay for municipality’s costs, including costs of reviewing specifications, inspecting construction of the improvements and the condition and maintenance of the street trees and landscaping, and to be held as security for snow and/or waste material removal (under Article III, Section I, hereof), as well as for any legal expense incurred by municipality in connection with implementation or enforcement of the development plan and/or this agreement;

4. All fees required by any ordinance, resolution, or regulation of municipality are paid, including the payment of costs, legal and engineering expenses incurred by municipality for the review of plans, preparation of this agreement, resolutions, and other papers reviewed or prepared pursuant to this agreement;

5. The developer complies with local codes and ordinances requiring the money and/or the transfer of land to municipality;

6. The developer secures any permits(s) required by municipality codes and ordinances regarding stormwater runoff, erosion, and sedimentation;

7. The developer has provided municipality with financial security for the improvements, which security shall meet the requirements of Article X of the subdivision and land development ordinance; and

8. All requirements of the municipal ordinances, resolutions, and regulations have been met.

B. Before commencing any work on the improvements, the developer shall submit the specifications for all materials to be used and all design specifications to municipality. The developer shall not proceed with any work without first giving notice to municipality and, when municipality inspection is required under this agreement, arranging with municipality for such inspection.

III. Obligations of developer during construction.

A. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments, facilities for stormwater, erosion and sedimentation management, and other improvements are subject to inspection by municipality. Five (5) days prior to the commencement of street or other improvements, the developer shall notify municipality to inspect the prepared subgrade and associated work. Municipality shall be notified at least two (2) days prior to the date when the developer or its contractor or any subcontractor lays the stone base course for any driveway, street, or section thereof which is an improvement under this agreement. The developer shall also notify municipality two (2) days prior to commencing each separate paving operation, and municipality shall inspect the materials and workmanship used on each such operation.

B. It shall be the obligation of the developer to arrange, in advance, with municipality for inspection of work as the work progresses.

C. The developer agrees that municipality is authorized to require the removal of any work that is not completed in accordance with this agreement and all municipality ordinances, resolutions, regulations, and specifications. Municipality is also hereby authorized to require removal and/or relocation of any storm sewer and underdrains that do not function as required by all applicable statutes, regulations, and specifications.

D. The developer shall bear the cost of all inspections by municipality.

E. The developer shall bear the costs and expenses for any relocation or reconstruction of improvements.

F. The developer will be responsible for proper removal and disposal of all waste materials, such as paper, cartons, and the like, whether discarded by it or others employed by it or by others engaged in the delivery of materials and any other activity pursuant to the development plan. The developer agrees to prevent such waste materials from being buried or burned on the tract or deposited, by being thrown or blown, upon any property adjacent to or within the vicinity of development name.

G. If the developer fails to remove any waste materials, including rubbish, cartons, and discarded materials, generated by or because of the developer’s activities from the premises or from surrounding areas within seventy-two (72) hours after the developer receives written notice from municipality to do so, municipality shall have the right to remove said waste materials and to draw from the escrow account created under Article II, Section A.3 hereof, the sums necessary to pay for or to reimburse municipality for the costs of cleaning up the premises and surrounding areas.

H. The developer agrees to maintain all driveways, streets, and roads constructed within development name in a clean and safe condition.

I. During the construction of improvements, the developer agrees to maintain such barricades, warning lights, and safety devices as are necessary to protect the safety of the public.

J. The developer agrees to obtain use and occupancy permits for all residential units prior to conveying title to said units and prior to allowing any purchaser to assume possession of any such unit. If the developer fails to comply with all municipality ordinances and regulations and the provisions of this agreement, including requirements relative to the inspection of any building during the period of construction and to obtaining use and occupancy permits, the developer agrees that municipality may suspend all building permits issued for development name and refuse to issue any additional permits, and the developer will cease all construction within development name until municipality is satisfied that all permit and regulatory requirements and the provisions of this agreement have been met.

K. The developer agrees to indemnify municipality from any liability due to the developer’s activities in implementing the development plan. The developer agrees to furnish to municipality a certificate showing that the developer has adequate liability insurance in an amount not less than one million dollars ($1,000,000).

L. The developer shall, at all times, hold municipality harmless as to any claims or suits which any adjoining property owner may bring against the developer or any of its officers and employees for any conditions occurring on adjacent property caused or alleged to be caused by conditions arising from development name, such conditions including but not limited to storm drainage, mud, trash, dirt, dust, noise, or any nuisance, public or private. The developer agrees that it will reimburse municipality for any expenses to which municipality has been put, including legal fees, engineering fees, expert witness fees, and any judgment rendered against municipality as a result of claims filed or suits brought against municipality, its officers, or employees by adjacent property owners, alleging conditions arising because of the developer’s construction activities on or related to development name.

M. If the developer ceases work upon the improvements for a continuous period of ninety (90) days or more and the improvements are incomplete, then, barring strikes, shortages of material, unfavorable weather, or other conditions beyond the developer’s control, such a cessation of work shall, at municipality’s option, be deemed a breach of this agreement. In such event, municipality may pursue any remedies available to it as a result of such breach.

N. Barring strikes, shortage of material, unfavorable weather, or other condition beyond the developer’s control, all work on improvements shall be completed by the developer not later than the sale of the last residential unit; provided, however, that, by mutual written agreement of municipality and the developer, said time of performance and completion may be extended.

O. When any street is incomplete so that its surfaced area extends to a dead end, and said dead end is not to be extended for a period of sixty (60) days or more, the developer shall provide an all-weather turnaround facility, suitable for use by emergency vehicles, at the end of the surfaced area.

P. If any street is incomplete so that its surfaced area extends to a dead end, and the developer will not further extend said street for a period of one (1) year or more, the developer shall construct a cul-de-sac at the end of the street, which cul-de-sac shall meet all municipality specifications and PennDOT standards for qualification for liquid fuel tax purposes. The security guaranteeing construction of improvements, which covers the street to be constructed, will guarantee the construction of the cul-de-sac.

Q. The developer agrees that the landscaping and street tree planting associated with the development plan shall be installed and inspected by municipality not later than the sale of the last residential unit; provided, however, that by mutual written agreement of municipality and the developer, said time of installation and inspection may be extended.

IV. Escrow funds for payment of fees.

A. The developer shall reimburse municipality for any and all costs incurred by municipality in connection with or on account of this agreement or the development plan or the stormwater, erosion and sedimentation management plan, and all costs of enforcing municipality’s ordinances, resolutions, regulations, specifications, and other requirements of final subdivision and/or land development plan approvals and all municipality fees.

B. The developer agrees to deposit with municipality the sum of $amount as security for the payment of municipality costs and expenses, charges, and fees which may be incurred by municipality under this agreement or in connection with the development plan. The developer agrees that municipality may use this escrow to reimburse itself for any costs incurred in removing waste material pursuant to Article III, Section G, hereof and for inspection of the landscaping through the next April, two (2) years after all improvements are completed. It is understood and agreed by the parties that municipality shall not commence processing any permit applications or sign any final subdivision and/or land development plan for recording until said security deposit has been received by municipality. A minimum of $amount shall be on deposit with municipality at all times in order to cover the aforesaid expenses and costs. The developer shall deposit with municipality additional money for said security so that the minimum balance is maintained.

C. The developer agrees that should it violate any provision of this agreement, including, without limitation, commencing construction without having secured required permits and/or permitting buildings to be occupied without having secured required certificates of occupancy, municipality shall be entitled to receive from the developer a penalty sum of $amount for each such violation, which sum, upon notice to the developer from the municipality, shall be reimbursed to municipality from this escrow.

D. When all municipality costs, expenses, and fees for which the developer is hereby responsible have been paid, municipality shall refund the balance in said fund to the developer.

V. Security for construction improvements.

A. Municipality has prepared an itemized estimate of the cost of the improvements, which estimate is accepted by the developer, which is attached hereto, labeled “Exhibit A,” and incorporated herein.

B. The developer shall deliver in total to municipality fully executed and effective security for the completion of the improvements (hereinafter “security-completion”), in the amount of $amount (which is one hundred ten (110) percent of the total cost of all improvements). The purpose of the security-completion is to guarantee that all improvements will be completed and that funds will be available for the construction of said improvements if the developer fails to construct or properly construct them.

C. The terms of the security-completion shall be reviewed by municipality.

D. If the developer fails in the performance of any of the provisions contained in this agreement, municipality may give the developer written notice of such default. If the developer does not commence to correct such default within five (5) days of such notice and thereafter diligently correct such default, municipality shall have the right, but not the obligation, to contract in the open market at then-current prices with any party or parties for the completion of the construction, installation, and/or supplying of the improvements. In such event, the developer shall, upon demand, pay municipality the amounts expended by municipality to complete the improvements. Municipality shall also have the right to draw from the security-completion the sums necessary to reimburse municipality for its costs and expenditures in completing the improvements.

E. If the improvements are not completed properly and within the time required by this agreement, any undrawn and unreleased funds available to municipality under the security-completion shall, upon municipality’s request, be paid to municipality and used by municipality to complete the required improvements and to reimburse itself for such other amounts owed by the developer to municipality under this agreement.

F. If municipality engages workmen, mechanics, and equipment to complete the improvements, municipality shall have the right to take possession of all materials, tools, appliances, and equipment which are the property of the developer and located on the premises and intended for use in the performance of this agreement for the purpose of including them or using them to complete the improvements, and in such event, the developer hereby assigns to municipality all of its rights, title, and interest in and to such materials, tools, appliances, and equipment for such purposes.

G. As construction of the improvements progresses, municipality shall from time to time at the request of the developer issue work progress certificates which authorize a reduction of the funds available for draw by municipality under the security-completion. The amount of reduction in funds available under the security-completion shall be based upon municipality’s determination of the percentage of which items listed in exhibit a are satisfactorily completed as applied to ninety (90) percent of the estimated cost of construction of such items as shown on exhibit a.

H. Ten (10) percent of the estimated cost of construction for each and all improvements shall be available under the security-completion until municipality issues a certificate of total completion pursuant to this agreement.

I. In support of a request for a work progress certificate, the developer shall submit to municipality invoices for labor, materials, and other improvement work performed or supplied by the developer or its contractors, subcontractors, or suppliers.

J. The developer may not make requests for work progress certificates more frequently than one (1) each month.

K. Work progress certificates shall be signed by the developer, the developer’s engineer, and municipality.

L. Upon completion of all improvements and their inspection and approval by municipality, municipality shall authorize the release of any funds remaining subject to the security-completion, provided that ten (10) percent of the total landscaping security shall remain available under the security-completion until the end of month, two (2) years after completion of all improvements (see Article V, Section R); provided, also, that when as-built plans are required for any improvement, the remaining security balance will not be released before the as-built plans, satisfactory to municipality, have been filed with municipality by the developer, and when improvements are to be dedicated to municipality or the sewer authority, said balance shall not be paid over to the developer until the deeds for the improvements are accepted by municipality or the authority.

M. The improvements shall not be deemed to be completed until the developer’s engineer certifies that the work has been completed satisfactorily and all required improvements have been constructed, completed, and installed in accordance with the requirements of this agreement. This certification shall be signed and stamped by the developer’s engineer and submitted to municipality.

N. The certificate of total completion shall be signed by the developer and the developer’s engineer.

O. Under no circumstances is the security-completion to be construed as a limitation of the developer’s obligations for proper construction of the improvements. The amount available under the security-completion is only an estimate of the cost of completion. The developer is liable for the actual cost of properly completing all improvements.

P. Municipality shall, on each anniversary date of this agreement, review the progress of construction of the improvements, the remaining amount available under the security-completion, and evaluate current construction costs to determine if the remaining available security is adequate to ensure completion of the improvements. If municipality determines that the security is not adequate, then municipality shall estimate the sum necessary, under then-existing prices, to complete the improvements and shall notify the developer in writing that the developer is required to increase the value of the security available under the security-completion by the additional amount identified by municipality to ensure the completion of the improvements. If the developer fails to provide said additional security within thirty (30) days, municipality may declare the developer to be in default of this agreement.

Q. If, pursuant to the annual review of construction costs, municipality determines that the costs shown on exhibit a are low and the developer increases the security accordingly, municipality shall revise exhibit a to show such existing costs and, after the developer has posted the required additional security, shall base the amount of security reduction authorized under subsequent work progress certificates upon the revised cost estimates.

R. Until the end of month, two (2) years from the date that the certificate of total completion is issued, ten (10) percent of the total landscaping security shall be available through the security-completion to pay for replacing and relandscaping any areas which are diseased, die, or have not been maintained.

VI. Responsibility for improvements and easements.

A. It is understood and agreed that municipality does not hereby or under the development plan accept or agree to accept any responsibility for the maintenance or ownership of any streets, roads, or their improvements; that municipality does not hereby accept any streets or roads as part of the public street system of the municipality; that municipality in no manner assumes any liability in connection with said improvements and does not render itself liable for any of the costs for work completed or to be completed in connection with the development plan or inspection thereof and shall exercise no control of any kind over said proposed streets or roads. The developer assumes full responsibility for the improvements including, but not limited to, all financial liability of any kind whatsoever for all improvements. Municipality’s sole interest in said improvements is the enforcement of the terms of this agreement and of the laws, ordinances, resolutions, rules, and regulations under authority of which this agreement is executed.

B. The developer shall install all street signs and traffic control devices required by the development plan.

C. The developer is responsible for acquiring all necessary easements for emergency access and stormwater retention and drainage systems as shown on the development plan and/or any approved plan for stormwater, erosion, and sedimentation management.

VII. Security for maintenance of improvements.

A. Before municipality issues a certificate of total completion or accepts any deed of dedication, the developer shall submit to municipality a maintenance agreement and security in the amount of fifteen (15) percent of the actual costs of the installation and construction of the improvements which are dedicated to municipality or to the sewer authority (“authority”). Under this maintenance security, the developer shall guarantee the prompt maintenance and repair of the improvements, in accordance with the design and specifications, required under this agreement for a period of eighteen (18) months following municipality’s issuance of the certification of total completion and municipality’s or authority’s acceptance of a deed of dedication for the improvement.

B. The maintenance agreement and security shall be subject to the approval of municipality or authority.

C. During the eighteen (18) month period that the developer is responsible for maintenance, the developer agrees to commence any necessary repairs within five (5) days from the time municipality or authority notifies the developer of the need for repairs, provided that legal holidays and Sundays shall not be included within the five (5)-day period and, further, provided that emergency repair will be begun as soon as reasonably possible. If the developer fails to make timely repairs, municipality or authority may make the necessary repairs and do anything necessary to maintain or repair the improvements and municipality or authority shall recover the expense and cost of such repairs or maintenance from the security posted by the developer. Any costs incurred by municipality or authority in repairing or maintaining the improvements which exceed the security posted by the developer shall be paid by the developer.

VIII.General provisions.

A. No occupancy permit shall be granted for any building or buildings until the streets providing access to and from existing public roads to such building or buildings are improved to a mud-free and otherwise passable condition which ensures all-weather access by emergency vehicles and until all other improvements, as shown on the approved final subdivision and/or land development plans, including those located off the tract which are necessary for the reasonable use of or occupancy of the building or buildings, are completed.

B. The developer hereby consents to the exclusive jurisdiction of the court of common pleas of Delaware County, Pennsylvania, with respect to any dispute arising in connection with this agreement or the enforcement thereof.

C. This agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

D. It is understood and agreed that nothing contained herein shall be construed to waive, affect, or alter any requirements of the zoning ordinance or other municipality ordinances, and no provision hereof empowers any other municipality officer or employee to waive any requirement of the zoning ordinance, building code, or any municipality ordinance, regulation, or resolution.

E. The developer agrees to comply with the provisions of this agreement, the provisions of all applicable municipality ordinances, the Pennsylvania Uniform Construction Code, PennDOT street specifications, and all federal and state statutes and regulations.

F. This agreement does not change the developer’s rights under the Pennsylvania Municipalities Planning Code, Section 508(4).

G. The developer covenants to execute, acknowledge, and deliver any documents necessary or appropriate, in the opinion of the municipality solicitor, to carry out the terms of this agreement and to record any covenants, easements, or rights-of-way which are intended to run with the land and which were agreed to as conditions of final subdivision and/or land development plan approval.

H. The developer shall record, with the appropriate offices and in the appropriate manner, all documents, plans, deeds, and declarations required by law to be recorded and shall provide municipality with certified copies of such filings.

I. The developer’s present address is <address>. The developer promises to notify municipality in writing by certified mail of any change in this address. The developer agrees that notice of any kind or nature relating to this agreement or municipality ordinances applicable to development name mailed to the developer at the above address or any new address that the developer has given municipality notice of pursuant to this section shall be valid and effective for all purposes, if sent to the above address and marked “attention president.”

J. If the developer shall breach this agreement in any way, municipality may immediately declare the developer to be in default and may exercise any remedies that it has against the developer.

K. All work on the improvements shall be subject to inspection by municipality at such times as municipality shall determine.

L. The developer shall release, indemnify, protect, and save harmless municipality, its officers, agents, and employees from all costs and expenses, including attorneys’ fees, resulting from any and all loss of life or property or injury or damage to the person or property of any person, associations, or corporations, including the parties hereto and their officers, agents, and employees, and from and against any and all claims, demands, or actions for such loss, injury, or damage in any manner arising out of, resulting from, or connected with the conduct and progress of the work, construction, and installation of the improvements under this agreement. The developer also agrees to indemnify municipality, its officers, agents, and employees against all claims, demands, costs, liability, and expenses, including attorneys’ fees, which may be asserted against municipality or any municipality officer, agent or employee by reason of the municipality’s execution and performance of this agreement.

M. The developer agrees that if suit is brought by municipality against the developer to enforce this agreement, municipality shall be entitled to collect from the developer, provided that municipality shall prevail in its suit, all reasonable costs and expenses of the suit including, but not limited to, reasonable attorneys’ fees.

N. The remedies given to municipality under this agreement are cumulative, and municipality shall have, in addition thereto, all other remedies allowed at law, in equity, or under any statute or ordinance.

O. All rights and obligations given herein to be imposed upon the parties shall extend to and bind their respective successors and assigns.

In witness whereof, the parties hereto, intending to be legally bound, have executed this agreement the day and year first above written.

Municipality

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (seal) by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

State of Pennsylvania:

County of Delaware:

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_, before me, the undersigned officer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, president \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared before me and acknowledged that he executed the attached agreement, on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In witness whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary public

(seal)

My commission expires: