

# South Carolina 2022 Last Mile Grant Program Grant Agreement



This Grant Agreement (“Agreement”), effective as of the date of last signature below (“Effective Date”), is by and between the State of South Carolina (the “State”), acting by and through the South Carolina Office of Regulatory Staff (“ORS”), and [\_\_\_\_\_], a [\_\_\_\_\_] organized under the laws of the state of \_\_\_\_\_ (“Grantee”) (individually, a “Party” and collectively, the “Parties”).

## I. PROJECT DESCRIPTION

- A. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project. The Project is described in Exhibit “A” (the “Project Description”) attached hereto and incorporated herein by reference. The Grant funds authorized and approved by this Agreement shall not be disbursed by ORS until the Project is complete and Grantee has satisfied all other terms and conditions of this Agreement. The Project shall be subject to, and performed in accordance with, this Agreement and all applicable local, state, and federal laws, rules, regulations, and requirements. Without limiting the foregoing, the responsibilities of the Grantee shall include, but are not limited to:
- a. Installing and delivering broadband infrastructure and service to the approved service addresses (designated as a **served area** according to the ORS SC Broadband Office September 2021 published eligibility map) in Exhibit A (“Project Area”) to *existing* homes for residential service. Prioritization will be given to students and teachers.
  - b. Ensuring that, at a minimum, one service address designated in Exhibit A has completed the “I Need Internet Survey.”
  - c. Assessing whether consumer commitment for 12 months of service for the addresses that are in the Project Area is such that the Project Area is suitable for last mile funding. (*See* Exhibit G, which is a template document and is provided for illustrative purposes only).
  - d. Connecting at least 10% of the service addresses (minimum of one), as designated in Exhibit A, to receive service the earlier of within 120 days after receiving the Notice to Proceed or the end of the project. Grantee shall continue to add service to those addresses that are in the approved Project Area upon customer request.
  - e. Not charging installation fees to connect any housing units proposed within the Project Area in perpetuity, within 2,500 feet of the main line.
  - f. Completing the Project no later than 120 days after ORS issues a Notice to Proceed (“Project Deadline”). If the Project is not completed by the Project Deadline, Grantee shall not be entitled to receive funds from the Program.
  - g. Being responsible for and funding no less than fifty percent (50%) of the cost of the Project. Funds from ORS under this program is capped at the lesser of 1) 50% of Eligible Expenses or 2) \$5,000 per home, not to exceed \_\_\_\_\_ in State funds. Grantee may utilize its

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Date \_\_\_\_\_  
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own funds, funds from the consumer who will benefit from the Program, or any other sources of funding available to Grantee. Grantee must participate in the Affordable Connectivity Program (“ACP”).

- h. Complying with all local, state, or federal laws, codes, and regulations applicable to the Project.
- i. Providing reliable service that delivers broadband service that meets or exceeds standards as defined as 25/3 megabits per second (“mpbs”) download/upload speeds.

B. The following documents are incorporated into and made part of this Agreement by reference:

- a. Project Description (Exhibit A);
- b. Eligible Grant Purposes (Exhibit B);
- c. Notice to Proceed (Exhibit C);
- d. Affidavit of Completion and Eligible Expenses (Exhibit D);
- e. South Carolina Last Mile Application (Exhibit E);
- f. Last Mile Grant Program Timeline (Exhibit F); and
- g. Last Mile Grant Program Pre-Subscription Form Template (Exhibit G).

## II. GRANT

A. Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, ORS awards Grantee with Program funds in an amount equal to the lesser of (1) 50% of the Eligible Expenses related to the Project described in Exhibit “A” (the “Grant”) or (2) \$5,000 per home. The term “Eligible Expenses” shall have the meaning defined in Exhibit B to this Agreement. Grantee agrees to use the Grant for Eligible Expenses related to the Project described in Exhibit A and only in the approved Project Area.

B. Disbursement of the Grant. ORS will disburse Grant funds to Grantee and subject to completion of Exhibit D.

- a. Upon completion of the Project, Grantee shall submit an “Affidavit of Completion and Eligible Expenses” (Exhibit D), along with an invoice on Grantee letterhead signed and certified by an officer of the Grantee. The Affidavit of Completion and Eligible Expenses shall be submitted directly to ORS via email to [amarshall@ors.sc.gov](mailto:amarshall@ors.sc.gov) and uploaded to Citrix file share. By submitting an Affidavit of Completion and Eligible Expenses, Grantee certifies or affirms that it has completed the necessary work, that the Eligible Expenses related to the Project are authorized and allowable for determination of the amount of Grant funds to be disbursed pursuant to this Agreement, and that the Grantee is entitled to the disbursement of Grant funds.
- b. A request for disbursement shall identify Grantee’s total eligible expenses incurred and shall be signed by an officer of the Grantee.
- c. ORS will not authorize late fees to Grantee and Grantee shall not be entitled to any late fees on the compensation due to the Grantee under the terms of this Agreement.
- d. ORS and the State have no liability for payment to any subcontractors utilized by the

Initials \_\_\_\_\_

Date \_\_\_\_\_

Grantee.

- e. ORS will not authorize full payment of funds if Grantee withholds retainage from any subcontractors.
- f. In the event the Project is not completed by the Project Deadline, Grantee shall not be entitled to receive funds from the Program, shall withdraw any request for a disbursement of Grant funds pursuant to this Agreement, and agrees to waive any claim to a disbursement of funds from the Program.
- g. ORS has the right to withhold or deny the disbursement of Grant funds if ORS determines, in its sole discretion, that Grantee failed to perform or complete the Project.
- h. Disbursement of the Grant funds will be made by ORS by check or via an automatic clearing house (ACH), depending on the Grantee’s vendor registration.

**III. COMPLETION OF THE PROJECT; INSPECTION DURING CONSTRUCTION; CHANGES**

- A. Inspection. ORS and the State of South Carolina, their agents, and their employees shall be allowed to inspect the Project. Grantee shall provide geotagged photographs of speed test data and other information as specified by ORS to confirm the completion of the Project.
- B. Changes. ORS must approve in writing any proposed changes to the Project Description set forth in Exhibit A or any other term of this Agreement, including modifications to the scope of work of the Project or modifications to carry out Project activities in a geographic area other than the approved Project Service Area.
- C. Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement. Grantee shall comply with all applicable deadlines set forth in the Last Mile Grant Program Timeline (Exhibit F).

**IV. STATE REQUIREMENTS**

Grantee shall comply with and shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with all applicable laws and regulations, whether or not cited or referenced in this Agreement.

- A. Compliance by Grantee with Laws & Regulations. In connection with the use of this Grant, Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities that impose any obligations or duty upon the Grantee, including, but not limited to, all applicable labor laws, workers compensation requirements, and requirements to acquire any and all necessary permits. If it is later determined that Grantee did not comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities, ORS retains the right to pursue any legal remedy, including, but not limited to, the recoupment or clawback of the Grant, and, to the extent applicable, any costs and attorneys’ fees expended or incurred by ORS in pursuing such legal remedies.

B. South Carolina Underground Facility Damage Prevention Act. Grantee, its employees, contractors, and subcontractors shall comply with the applicable requirements in the South Carolina Underground Facility Damage Prevention Act (“Act”) pursuant to Title 58, Chapter 36 of the South Carolina Code of Laws, as amended. Failure to comply with the Act can result in the Grantee’s Project being defunded and a complaint being filed with the Attorney General, which may result in a fine pursuant to S.C. Code Ann. § 58-36-120 or other applicable law.

C. Restrictions on Use of Funding.

- a. It is understood and agreed by the Parties that the Grant funds disbursed pursuant to this Agreement may not be used for the purposes of or to reimburse expenses related to building out broadband facilities in new residential subdivisions where no housing or structure exists at the time this Agreement is executed.
- b. It is understood and agreed by the Parties that the Grant funds disbursed pursuant to this Agreement are not to be used to overbuild another existing broadband provider or to reimburse expenses related to overbuilding another existing broadband provider.

V. MISCELLANEOUS

A. Notices. All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the Parties may provide in writing for this purpose:

**SOUTH CAROLINA OFFICE OF REGULATORY STAFF:**  
 1401 Main Street, Suite 825, Columbia, SC 29201  
 Contact for ORS/Grant Officer: Jim Stritzinger  
 Email: broadband@ors.sc.gov  
 ORS Telephone Numbers: (803) 737-8025 and (843) 290-4149

**GRANTEE**

**NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact for Grantee:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

Any notice by one Party to the other Party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

B. Records & Accounts. Until five years after the Project Deadline, the Grantee shall keep detailed accounts and records of all expenses incurred in connection with the Agreement, including, but not limited to records supporting the provision of any services required under this Agreement or the Grant. Such accounts and records shall be supported by receipts, invoices, bills, and other similar documents and tax or accounting records.

Upon completion of construction, the Grantee agrees to provide the service locations or addresses capable of receiving internet service to ORS. Additionally, Grantee agrees to provide subscription data twice annually to the SC Broadband Office.

- C. Contingent Nature of Agreement. Notwithstanding anything in this Agreement to the contrary, all obligations of ORS hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon the availability or continued appropriation of funds by the South Carolina General Assembly. In no event shall ORS be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, ORS shall have the right to authorize the withholding of payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee written notice of such termination.
  
- D. Assignment & Subcontracting. Grantee shall not assign this Agreement or any of the rights or obligations under this Agreement, without the express prior written consent of ORS, which consent may be withheld in ORS's sole and absolute discretion. Subcontracts entered into by Grantee, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Grantee will be held responsible for the work of all persons engaged by Grantee on the Project, and all such work shall be subject to the provisions of the Agreement.
  
- E. Grantee's Relationship to ORS. In the performance of this Agreement, the Grantee, its employees, and any subcontractor of the Grantee shall act as independent contractors in the performance of the services provided for in this Agreement and shall be deemed to have furnished such services on behalf of the Grantee. In no respect shall Grantee be considered an agent or employee of the State or ORS, and Grantee shall maintain complete control over its officers, employees, agents, members, subcontractors, and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between or among Grantee, ORS, or the State and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors shall have authority to bind either the State or ORS, nor shall the Grantee or any of its officers, employees, agents, members, or any of its subcontractors be entitled to any of the benefits, workers' compensation, or emoluments provided by the State to its employees.

**VI. EVENT OF DEFAULT; REMEDIES**

ORS shall give Grantee written notice of an Event of Default, and Grantee shall have thirty (30) calendar days from the date of such notice to cure the default. Upon the occurrence of an Event of Default that continues beyond the cure period, ORS shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above or anything in this Agreement to the contrary, upon the occurrence of an Event of Default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, ORS shall be entitled and have the right to immediately terminate this Agreement, without a notice or a cure period.

**VII. INDEMNIFICATION**

Without limitation, and to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless ORS, the State of South Carolina, and their officers, agents, and employees (individually and collectively “Indemnitee”), from and against any and all losses suffered by Indemnitee and any and all claims, liabilities or penalties asserted against Indemnitee by or on behalf of any person or entity, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, other agent of the Grantee, their employees, workmen, servants, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable regardless of whether or not caused in part by the Indemnitee, and whether or not such claims are made by a third party or an Indemnitee. Indemnitee shall notify Grantee in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee shall allow Grantee to defend such claim so long as the defense is diligently and capably prosecuted. Grantee may not, without Indemnitee’s prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee, and (iii) all settlement payments are made by Grantee. Indemnitee’s consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of ORS or the State of South Carolina, which immunity is hereby reserved to ORS and the State of South Carolina. This covenant shall survive the termination of this Agreement.

**VIII. CONSTRUCTION OF AGREEMENT AND TERMS**

This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of South Carolina and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**IX. PUBLIC DISCLOSURE NOTIFICATION**

The names and business addresses of Grantee and the names, business addresses and amount of any award actually made to Grantee will be public information, subject to disclosure and may be posted on the ORS website. Additionally, all records produced, created, maintained, etc. by ORS as a result of its relationship with Grantee may be subject to disclosure pursuant to the S.C Freedom of Information Act (S.C. Code Ann. §§ 30-4-10 *et seq*).

**X. AUTHORIZATION**

Each Party warrants that it has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

Initials \_\_\_\_\_  
Date \_\_\_\_\_  
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**XI. THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties and shall not inure to the benefit of any other person or entity, it being the intention of the Parties that no third person shall be deemed a third-party beneficiary of this Agreement.

**XII. AMENDMENT**

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto.

**XIII. COOPERATION**

Grantee shall cooperate in the performance of work related to the Project with ORS, the State of South Carolina, and their officers, agents, and employees.

**XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

**XV. COUNTERPARTS AND ELECTRONIC SIGNATURES.**

Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

**XVI. EXHIBITS**

The provisions in Exhibits A through G are incorporated herein as though set out in full.

**Grantee (Designated Signing Authority):**

\_\_\_\_\_ Date:\_\_\_\_\_

Signature

Print Name:\_\_\_\_\_ Title:\_\_\_\_\_

State Vendor Number: \_\_\_\_\_

**South Carolina Office of Regulatory Staff:**

\_\_\_\_\_ Date:\_\_\_\_\_

Signature

Print Name:\_\_\_\_\_ Title:\_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION**

**PROJECT DESCRIPTION:**

*(Grantee shall provide a brief description of the project including but not limited to any names of neighborhoods or towns in which the work is being performed.)*

**PROJECT SERVICE AREA:**

*(ORS will add a list to this section reflecting the information of all housing unit addresses associated with the project as set forth in the grant application.)*

**COMMITMENT TO PARTICIPATE IN ACP AND TO OFFER BROADBAND INTERNET SERVICE TO LOW TO MODERATE INCOME HOUSEHOLDS:**

*(Please enter a detailed description of Grantee’s commitment to participate in ACP and to offer Broadband Internet Service to low to moderate income households as described in Grantee’s application.)*

**EXHIBIT B**

**ELIGIBLE GRANT PURPOSES**

Program funds shall be used to reimburse Grantee for authorized and allowable expenses related to the Project as contemplated by and in accordance with the Agreement. Grantee shall be responsible for using Grant funds to reimburse authorized and allowable expenses related to the Project and to enhancing broadband infrastructure and access to support economic development and enhance quality of life in eligible rural counties. In order to be authorized, allowable, and eligible for reimbursement, expenses related to the Project must be for new, non-depreciated items and may include the construction of outside-plant deployment necessary to deliver broadband service in the Project area (including last mile and middle mile infrastructure), electronic equipment necessary to deliver broadband service in the Project area (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to the end user in the Project area (“Eligible Expenses”).

**ELIGIBLE EXPENSES:** Eligible Expenses may include, but are not limited to:

- Construction and Materials (e.g., fiber, conduit, photonics, electronics, etc.)
- New and rehabilitative construction contracts
- Engineering services
- Permitting fees
- Validation of Service expenses
- Equipment directly related to broadband infrastructure and necessary for the Project (however, such equipment shall not be utilized for other activities of the Grantee, except as may be approved by ORS)
- Equipment installation

**INELIGIBLE EXPENSES:** Expenses for the following are ineligible and Grant funds shall not be used to reimburse these expenses:

- General broadband planning not associated with the Project
- Expenses related to providing broadband services
- Ongoing overhead, operating costs, or staff costs
- Political activities or lobbying
- Expenses related to administering the Grant
- Supply and material markup

**EXHIBIT C**

**NOTICE TO PROCEED**



[DATE]

[GRANTEE NAME]

[GRANTEE ADDRESS]

*Re: South Carolina Last Mile Grant Program  
Notice to Proceed*

Dear [NAME],

This Notice to Proceed is to inform [GRANTEE NAME] of the South Carolina Office of Regulatory Staff’s approval of your organization’s South Carolina Last Mile Grant Program (“Last Mile”) Funding Agreement executed on [DATE]. [GRANTEE NAME] is authorized to proceed with work on the project(s) outlined in Exhibit A of the Funding Agreement in accordance with all requirements of the Last Mile program. Please read the Notice to Proceed and the enclosed documents carefully.

All work associated with the project(s) must be complete no later than [DATE].

Please contact [broadband@ors.sc.gov](mailto:broadband@ors.sc.gov) if you have any questions or concerns regarding the Notice to Proceed or the Last Mile Grant Program.

Sincerely,

*James Stritzinger  
Director SC Broadband Office*

**EXHIBIT D**

**AFFIDAVIT OF COMPLETION AND ELIGIBLE EXPENSES**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned, \_\_\_\_\_, who being duly sworn, deposes and states as follows:

1. [GRANTEE NAME], a [INSERT ENTITY’S LEGAL TYPE (E.G. CORPORATION, LIMITED LIABILITY COMPANY, ETC.)] organized under the laws of the state of \_\_\_\_\_, entered into a Grant Agreement (“Agreement”) with the South Carolina Office of Regulatory Staff (“ORS”) on [AGREEMENT DATE].

2. The Agreement was entered into pursuant to and in accordance with 2021 Act No. 94, Part I.B Proviso 73.6 (C), whereby the South Carolina General Assembly directed that funds appropriated to the Office of Broadband Coordinator for broadband infrastructure shall be used to continue to fund the Broadband Infrastructure Program.

3. The Agreement requires the Grantee to complete the Project as defined by and pursuant to the terms and conditions of the Agreement, including its exhibits and attachments.

4. The Agreement provides for a total grant to be used for the purposes of reimbursing a portion of the Eligible Expenses to the Grantee in an amount equal to the lesser of (1) 50% of the Eligible Expenses related to the Project as defined by the Agreement or (2) \$5,000 per home served or serviceable.

5. I hereby affirm that the total Eligible Expenses, as identified in Exhibit B, incurred for the project total \$\_\_\_\_\_.

6. I hereby affirm that the total number of homes serviceable as a result of the Project is \_\_\_\_\_.

7. I hereby affirm that the total number of homes connected as a result of the Project is \_\_\_\_\_.

8. I hereby affirm that the Project is complete, broadband service to the Project area is available, all terms of the Grant Agreement have been satisfied, and Grantee therefore is entitled to the disbursement of Grant funds in the amount of \$\_\_\_\_\_ pursuant to the terms of the Agreement.

\_\_\_\_\_  
[NAME]  
[TITLE - (CEO OR CFO TO SIGN)]

SWORN to before me, this \_\_\_ day of 20\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina  
My Commission expires: \_\_\_\_\_

Initials \_\_\_\_\_  
Date \_\_\_\_\_  
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**EXHIBIT E**  
**SOUTH CAROLINA LAST MILE APPLICATION**  
**(INCLUDING ANY ATTACHMENTS OR AMENDMENTS)**

**EXHIBIT F**

**LAST MILE GRANT PROGRAM TIMELINE**

<b>Event</b>	<b>Date/Deadline*</b>
<b>List of Consumers Requesting Service Available and Publication of Last Mile Program</b>	4/15/2022
<b>Application Period Opens</b>	4/20/2022
<b>Application Period Closes</b>	5/6/2022
<b>Submitted Applications Posted on the ORS Website</b>	5/11/2022
<b>Project Comment/Review Period</b>	5/23/2022
<b>Funding Agreements Sent to the Companies</b>	6/1/2022
<b>Funding Agreements Returned to the ORS</b>	06/10/2022
<b>Notices to Proceed Issued</b>	06/17/2022
<b>Project Completion</b>	10/21/2022
<b>Final Invoice and Affidavit Due</b>	11/21/2022

*\*All dates are no later than.*

**EXHIBIT G**

**LAST MILE GRANT PROGRAM PRE-SUBSCRIPTION FORM**

[ Insert Name of Applicant ] is applying for funding from the SC Broadband Office under the Last Mile Grant Program. If successful, this funding will allow [ Insert Name of Applicant ] to bring broadband service to your location. If you are interested in receiving broadband service, please share your responses to the questions below.

Question	Answer
1. What communications services are you currently using? Select all that apply.	Internet      Landline Phone      Cell Phone Video      Other (specify)
2. Approximately how much do you pay per month for each of the services that you use?	\$ Internet \$      Landline Phone \$      Cell Phone \$ Video \$      Other (specify)
3. What is the broadband speed that you currently are receiving with your Internet service?	None < 10 Mbps downstream < 25 Mbps downstream, but at least 10 Mbps downstream < 100 Mbps downstream, but at least 25 Mbps downstream 100 Mbps downstream or above I don't know
4. What broadband speed would you need to meet your needs?	< 10 Mbps downstream < 25 Mbps downstream, but at least 10 Mbps downstream < 100 Mbps downstream, but at least 25 Mbps downstream 100 Mbps downstream or above I don't know
5. Are you interested in receiving broadband service from [ <u>Insert Name of Applicant</u> ]?*	Yes No
6. How would you like us to let you know when service will be available?	Email Phone call Mailer

\*This Pre-subscription form is not a binding commitment made by [ Insert Name of Applicant ].

**Respondent Contact Information**

Name:	Phone Number:
	Email Address:
Secondary Name:	Address:
	City, State, Zip Code:

Respondent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initials \_\_\_\_\_  
 Date \_\_\_\_\_  
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