

Form JTG15 (07/15)

**United States Bankruptcy Court
Western District of Michigan**
One Division Ave., N.
Room 200
Grand Rapids, MI 49503

IN RE: Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address):

Klingaman Brothers
14001 W Drive South
Tekonsha, MI 49092
Tax ID: 38-3405321

Debtor

Case Number 10-00535-jtg

Chapter 12

Honorable John T. Gregg

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, Federal Building, U.S. Courthouse, Room 114, 410 W. Michigan Avenue, Kalamazoo, MI 49007 on **November 19, 2015 at 09:00 AM** to consider and act upon the following matter:

Debtor's Motion for Approval to Enter into Post-Petition Executory Contract or to Approve Sale of Gravel

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your responses should also be mailed upon the opposing party and his/her attorney.

If you or your attorney do not take these steps, the court may decide to grant the relief sought in the motion and may enter an order granting relief requested.

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: October 26, 2015

/s/ _____
Kim Davis
Deputy Clerk

A copy of this notice returned to Cody H. Knight, Esq. on October 26, 2015 for service upon the mailing matrix.

NOTICE IS HEREBY GIVEN THAT THE COURT MAY, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest ~~will not~~ be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site (www.miwb.uscourts.gov) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

KLINGAMAN BROTHERS,

Debtor.

Case No.: 10-00535

Chapter 12 - Filed: 01/20/2010

//

**MOTION FOR APPROVAL TO ENTER INTO POST-PETITION
EXECUTORY CONTRACT (GRAVEL LEASE) OR TO APPROVE SALE
OF GRAVEL PURSUANT TO 11 U.S.C. §363(b) & (f)**

NOW COMES Klingaman Brothers, a partnership ("Debtor"), by and through its attorneys, Rayman & Knight, and for its Motion for Approval to Enter into Post-Petition Executory Contract (Gravel Lease) or to Approve Sale of Gravel Pursuant to 11 U.S.C. §363(b) & (f) ("Motion"), says as follows:

1. It is the Debtor with respect to the above-captioned Chapter 12 proceeding which was filed on January 20, 2010.
2. The Debtor previously filed a certain Motion for Authority to Sell Real Property at Public Auction Free and Clear of Liens Pursuant to 11 U.S.C. §363 ("Sale Motion"), which seeks approval from this Honorable Court to sell 158 acres +/- of what is referred to as "Mark's Farm".
3. This Motion pertains to a certain Gravel Lease, in the form attached as Exhibit "A", which leases a portion of property more particularly described in the Gravel Lease and hereinafter referred to as the "Main Farm".
4. The Main Farm has gravel deposits on it which are the subject of the Gravel Lease.
5. The Main Farm has above ground gravel deposits, i.e., on one or more hills. As

such, gravel can be removed from the Main Farm without causing any damage or waste. In fact, the value of the Main Farm will actually be increased as a result of the removal of the gravel and the resulting grading of the land as the gravel is removed.

6. The terms of the Gravel Lease are fully incorporated by this Motion including, but not limited to:

- a. A royalty of \$0.55 per ton will be paid by Carr Brothers & Sons, Inc.;
- b. This will be a five (5) year lease;
- c. Carr Brothers & Sons, Inc. shall account for all Material as defined in the Gravel Lease; and
- d. Carr Brothers & Sons, Inc. will hold the Debtor harmless for any damages as a result of operation and will "smooth out" the property, removing all material that has been mined and otherwise restore the property such that it is not devalued, diminished or impaired.

7. In conjunction with the Gravel Lease, the Debtor has executed a certain Assignment of Proceeds of Agreement ("Assignment") with Southern Michigan Bank & Trust ("Bank") whereby the proceeds of the Gravel Lease will be payable to the Bank, which holds a first mortgage on the real property. A copy of the Assignment is attached as Exhibit "B".

8. Entry into the Gravel Lease will result in the payment of gravel royalties likely between \$80,000.00 and \$100,000.00, such payments will be applied to the secured indebtedness, thereby increasing the equity in the real property for the estate. As stated, entry into the Gravel Lease will not harm or diminish the value of the real property that is the subject of the lease. It will enhance the value.

9. The Gravel Lease could be construed as a sale of gravel and, as such, the Debtor seeks authority to sell the gravel pursuant to 11 U.S.C. §363(b). The chief secured creditor has

consented to the Gravel Lease and to the sale of the gravel.

LIEN HOLDERS AND OTHER CLAIMS AGAINST THE REAL ESTATE

10. The sale of the gravel shall be deemed free and clear of liens pursuant to 11 U.S.C. §363(f). The sale shall be free and clear of the liens of the following creditors, which claims are known to have a lien in the real estate subject to sale:

- a. Bank;
- b. ABF, Inc.¹;
- c. First Farmers Bank and Trust;
- d. Calhoun County Treasurer;
- e. Internal Revenue Service;
- f. Monsanto; and
- g. Rabo Agrifinance, Inc.

(other than Monsanto and Rabo Agrifinance, Inc., collectively the "Lien Holders").

11. The judgment liens of Monsanto and Rabo Agrifinance, Inc. have expired pursuant to MCLA § 600.2809. Therefore, 11 U.S.C. § 363(f)(1) applies to those judgment liens.

12. Your Debtor expects that it will obtain the affirmative consent of all Lien Holders and, further, to the extent Lien Holders do not object to the sale, each has been deemed to have consented to the sale. *See, FutureSource LLC v. Reuters Ltd.*, C.A.7 (Ill.) 2002, 312 F.3d 281, certiorari denied 123 S.Ct. 1769, 538 U.S. 962, 155 L.Ed.2d 513; *see also, Veltman v. Whetzal*, 93 F.3d 517, 520 (8th Cir.1996); *contra, see In re Roberts*, 249 B.R. 152, 154-57 (Bankr.W.D.Mich.2000). As such, the Debtor may sell its gravel, pursuant to 11 U.S.C. § 363(f)(2).

¹ The lien priorities of creditors claiming liens subordinate to the Bank are not relevant as all proceeds, after payment of *ad valorem* taxes and sale expenses shall be paid to the Bank.

13. The gravel may be sold free and clear of the claims of Lien Holders, pursuant to 11 U.S.C. § 363(f)(3). Pursuant to 11 U.S.C. § 506(a), the value of the Lien Holders' liens is limited to the value of their collateral. As the value of the collateral is determined by the sale, the Debtor may sell its gravel, pursuant to 11 U.S.C. § 363(f)(3). (See generally, *In re Becker Indus., Inc.*, 63 B.R. 474 (Bankr. S.D.N.Y. 1986) and *In re Terrance Gardens park P'ship*, 96 B.R. 707 (Bankr. W.D. Tex. 1989).

14. Each of the Lien Holders are compelled to accept a money satisfaction of their lien rights, such as this Chapter 12 proceeding. As such, the Debtor may sell its gravel, pursuant to 11 U.S.C. § 363(f)(5).

15. The gravel may be sold free and clear of the claims of Calhoun County, a tax claimant, pursuant to 11 U.S.C. § 363(f)(3) as it will be paid in full pursuant to the Sale Motion.

16. The gravel may be sold free and clear of the claims of the Lien Holders, with liens attaching to proceeds in the same rank, validity and priority as existed as of the date of the Petition pursuant to 11 U.S.C. § 363(f)(2)(3)(4)&(5).

17. The sale shall be deemed free and clear of liens pursuant to 11 U.S.C. §363(f).

18. The proposed sale of the gravel, pursuant to this Motion, is in the best interests of the estate and its creditors.

19. It is appropriate that this Court grant the Debtor authority to enter into the Gravel Lease or sell the gravel pursuant to 11 U.S.C. §363(b) & (f).

WHEREFORE, your Debtor prays:

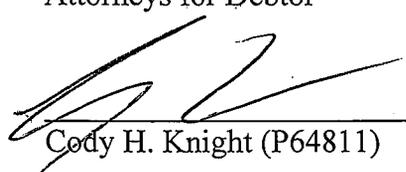
A. That this Court grant this Motion;

B. That this Court enter an Order authorizing the Debtor to enter into the Gravel Lease and honor the Assignment of proceeds; and

C. That the Debtor is authorized to sell the gravel pursuant to 11 U.S.C. §363(b) free and clear of liens pursuant to 11 U.S.C. §363(f).

RAYMAN & KNIGHT
Attorneys for Debtor

Dated: October 23, 2015

By: 

Cody H. Knight (P64811)

BUSINESS ADDRESS:
141 E. Michigan Avenue, Suite 301
Kalamazoo, MI 49007
Telephone: (269) 345-5156

GRAVEL LEASE

This Gravel Lease ("**Lease**") is made and entered into this ____ day of October, 2015, by and between Klingaman Brothers, a Michigan partnership ("**Klingaman**"), and Carr Brothers & Sons, Inc. ("**Carr Brothers**").

RECITALS

- A. Klingaman owns certain real property legally described in attached **Exhibit A** ("**Property**").
- B. Carr Brothers wishes to lease a portion of the Property ("**Premises**") for purposes of mining, processing and removing sand, gravel and stone and other similar materials ("**Material**").
- C. The Premises are generally described as 15 acres of an existing old gravel pit located on the northeast corner of W Drive and 14 Mile Road and 15 acres of land across the road on the southeast corner of 14 Mile Road and W Drive.
- D. The parties previously entered into a certain Agreement for Purchase and Removal of Sand, Gravel and Stone dated May 15, 2015 ("**Original Agreement**"). The Original Agreement is being replaced by this Lease.

THEREFORE, the parties agree as follows:

- 1. Subject to the terms and conditions of this Lease, Klingaman leases and grants to Carr Brothers the exclusive right to enter upon and possess the Premises for the purpose of mining, processing and removing the Material and for no other purpose.
- 2. Carr Brothers must pay Klingaman a royalty of \$0.55 per cubic yard of Material mined from the Property ("**Royalty**"), which Royalty must be paid within ten (10) days after the first of the month following removal of Material from the Property.
- 3. The term of this Lease will commence when approved by the United States Bankruptcy Court for the Western District of Michigan consistent by an Order entered in the case of *In re Klingaman Brothers*, Case No.: 10-00535, and will continue for five (5) years from the date of entry of that Order; provided, however, the Royalty must be paid with respect to any Material removed from the Property pursuant to the Original Agreement. This Lease may be extended only by mutual agreement of the parties.
- 4. Carr Brothers must keep records of the amount of material removed from the Property and account to Klingaman and Southern Michigan Bank & Trust ("**Lender**") for all Material mined and removed from the Property. It must also allow inspection of its books, records and operations on the Property on a reasonable basis by Klingaman and Lender.

EXHIBIT

A

5. Carr Brothers must have the right of ingress and egress to and from the Premises for the purposes of this Lease at such location as is mutually acceptable to the parties. Klingaman must also have the right of possession or use of the Property for farming or other purposes, but must not unreasonably interfere with Carr Brothers' use of the Premises.

6. Klingaman must not otherwise lease the Premises for purposes of the mining, processing and removal of Material during the term of this Lease.

7. Carr Brothers must obtain such permits as are required to State and local authorities in order to conduct its operations on the Premises.

7. Carr Brothers has the right to leave its equipment required for use of the Premises during the term of this Lease and to stock pile Material on the Premises; provided, however, that all stock piled Material must be removed within two years after the termination of this Lease.

8. This Lease is and will be binding on and insure and will inure to the parties' successors and assigns; provided, however, Carr Brothers must not assign this Lease or sublease the Premises without the prior written consent of Klingaman or its successors or assigns.

9. Carr Brothers must indemnify, defend and hold harmless Klingaman and its agents, employees, successors and assigns from any loss, cost, damage or expense suffered by Klingaman or its agents, employees, successors and assigns as a result of the use of the Property for mining and removal of the Material from the Premises by Carr Brothers and its employees, agents and contractors. Carr Brothers must also, prior to the termination of this Lease, restore the Property. Restoration must include, but not limited to, repair of all roads and paths utilized for ingress and egress, "smoothing out" the Premises, removing all Material previously mined within the above six month period, and otherwise restore the Premises such that the Property is not devalued, diminished or otherwise impaired as a result of Carr Brothers' operations, activities or use during or after the term of this Lease.

10. Carr Brothers must at its cost maintain commercial general liability insurance against claims for personal injury, death and property damage occurring in, on or about the Premises, with limits of liability not less than an amount sufficient to fully insure any loss which may occur as a result of this Lease. All such policies must name Klingaman and Lender as additional insureds. Carr Brothers must provide evidence of the required insurance upon written request of Klingaman and/or Lender or their successors or assigns.

10. Carr Brothers must have the right of quiet enjoyment consistent with this Lease.

11. All notices required or permitted under this Lease will be deemed properly given if and when mailed to the last previously furnished address of the parties hereto.

12. This Lease contains all of the understandings between the parties with respect to lease of the Premises, and supersedes any prior oral or written agreement.

13. The parties have signed this Lease as of the date first written above.

14. No amendment to this Lease will be binding upon either of the parties unless both parties sign the amendment.

15. The parties understand and agree that time is of the essence as to each and every term and provision of this Amendment.

16. This Lease may be signed in one or more counterparts, each of which when taken together constitute one agreement. If this Lease is sent by facsimile or electronic mail, and if the facsimile or electronic mail contains a signature of any party to this Lease, then the facsimile or electronic mail copy of this Lease will bind such party in the same manner as if the original signature of the party was delivered.

KLINGAMAN BROTHERS

Dated: October _____, 2015

By: _____

Its: _____

CARR BROTHERS & SONS, INC.

Dated: October _____, 2015

By: _____

Its: _____

EXHIBIT A

PROPERTY

All that part of the Southeast 1/4 of the Southwest 1/4 lying South of the St. Joseph River, Section 28, Town 4 South, Range 6 West, Tekonsha Township, Calhoun County, Michigan.

Tax Parcel No.: 13-20-128-024-00

Parcel 5:

The Northwest 1/4 AND the Southwest 1/4 of the Northeast 1/4 of Section 33, Town 4 South, Range 6 West, Tekonsha Township, Calhoun County, Michigan.

Tax Parcel No.: 13-20-133-009-00

ASSIGNMENT OF PROCEEDS OF AGREEMENT

This Assignment of Proceeds of Agreement (the "Assignment") is made as of ~~September~~^{October} 1, 2015, between **KLINGAMAN BROTHERS**, a Michigan partnership between Mark L. Klingaman and Kevin D. Klingaman, whose address is 14301 W Drive South, Tekonsha, Michigan 49092 (the "**Partnership**"), and **MARK L. KLINGAMAN** and **MICHELE R. KLINGAMAN**, husband and wife, whose address is 3268 17 Mile Road, Tekonsha, Michigan 49092, and **KEVIN KLINGAMAN** and **KELLIE S. KLINGAMAN**, husband and wife, whose address is 14301 W Drive South, Tekonsha, Michigan 49092 (collectively with the Partnership, the "**Assignor**"), and **SOUTHERN MICHIGAN BANK & TRUST**, a Michigan banking corporation, having an office at 51 West Pearl Street, Coldwater, Michigan 49036 (the "**Assignee**").

FACTS

A. Mark L. Klingaman and Kevin Klingaman entered into an Agreement for Purchase and Removal of Sand and Gravel and Stone dated May 15, 2015 (as it may be amended or replaced, the "**Agreement**") with Carr Brothers & Sons, Inc., a Michigan corporation (the "**Purchaser**").

B. The Agreement affects 15 acres of an existing old gravel pit located on the real property described as follow (the "**Property**"):

All that part of the Southeast 1/4 of the Southwest 1/4 lying South of the St. Joseph River, Section 28, Town 4 South, Range 6 West, Tekonsha Township, Calhoun County, Michigan.

Tax Parcel No.: 13-20-128-024-00

The Northwest 1/4 AND the Southwest 1/4 of the Northeast 1/4 of Section 33, Town 4 South, Range 6 West, Tekonsha Township, Calhoun County, Michigan.

Tax Parcel No.: 13-20-133-009-00

The Agreement erroneously describes Mark L. Klingaman and Kevin Klingaman as the owners of the Property. The owner is the Partnership.

EXHIBIT

B

C. Assignor is indebted to Assignee with respect to two loans (the "**Indebtedness**"). The Indebtedness and the documents instruments and agreements evidencing and securing the Indebtedness (the "**Loan Documents**") are described in a Forbearance and Deed in Lieu Agreement dated ~~September~~^{October} 1, 2015 (the "**Forbearance Agreement**").

D. In the Forbearance Agreement, Assignor has agreed to assign all proceeds which may be received from the Agreement (the "**Proceeds**") to Assignee.

AGREEMENTS

For and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor absolutely and unconditionally sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to all Proceeds received or receivable by Assignor from the Agreement, up to the amount of the Indebtedness. For purposes of this Assignment, the term "**Proceeds**" means all gross proceeds received or receivable by Assignor pursuant to the Agreement. If any of the Proceeds are paid to Assignor or any of them, those Proceeds must be held in trust for Assignee until paid over to Assignee.

2. **Performance.** Assignor must perform all of Assignor's obligations as seller under the Agreement. If Assignor fails to perform, Assignee may perform for Assignor. Assignor must give Assignee prompt notice of any default in performance of the terms and conditions of the Agreement by either Assignor or the Purchaser, together with copies of notices sent or received by Assignor in connection with the Agreement. This Assignment does not transfer or any way affect or modify the duties, rights and obligations of the Assignor under the Agreement other than the right of Assignee to receive all Proceeds from Purchaser. By acceptance of this Assignment, Assignee does not agree to assume any of the obligations or liabilities of Assignor under the Agreement.

3. **Payments.** Assignor grants to Assignee a power of attorney to collect all of the Proceeds and to amend the payment terms of the Agreement, which power of attorney is irrevocable and coupled with an interest in the Property.

4. **Security Interest.** Assignor further grants to Assignee a security interest in the Agreement, and all accounts, rights to payments, general intangibles and proceeds arising out of or represented by the Agreement. Unless otherwise provided in this Assignment, the rights and remedies of Assignee will be governed by the provisions of the Uniform Commercial Code as it has been adopted in the state of Michigan.

5. **Consideration.** The consideration for this Assignment is the agreement by Assignee to forbear from collection of the Indebtedness on the terms contained in the Forbearance Agreement.

6. **Representations.** Assignor represents and warrants that Assignor (a) has not sold, conveyed, assigned or transferred to any other person or entity any of Assignor's right, title or interest in the Agreement or the Proceeds, (b) holds free and good title to the Agreement and Proceeds, (c) has the right to sell, convey, assign and transfer the Proceeds to Assignee and (d) has not received any payment of Proceeds.

7. **Satisfaction.** Nothing in this Assignment is to be or will be construed as a partial or full satisfaction of the Indebtedness.

8. **Remedies.** Assignee may exercise its remedies under this Assignment or the Loan Documents, or under both this Assignment and the Loan Documents, at the sole option of Assignee. The exercise of one or more remedies under this Assignment, the Loan Documents, or both will not be deemed a waiver of the right of Assignee to exercise one or more additional remedies under this Assignment, the Loan Documents, or both at any time and from time to time.

9. **Further Documents.** Assignor agrees to execute such additional documents and agreements reasonably required by Assignee to complete the assignment to Assignee of the Proceeds.

10. **Modifications.** This Assignment may not be changed, terminated or modified orally or in any other manner other than by an agreement in writing signed by both Assignee and Assignor.

11. **Entire Agreement.** This Assignment contains the entire understanding between Assignor and Assignee concerning the subject matter of this Assignment, and supersedes any prior oral or written agreements.

12. **Binding Effect.** This Assignment is and will be binding on Assignor and Assignee, and their respective heirs, personal representatives, successors and assigns.

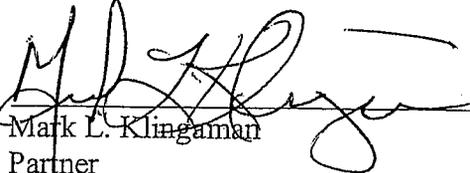
13. **Counterparts.** This Assignment may be signed in counterparts, each of which when taken together constitutes one agreement.

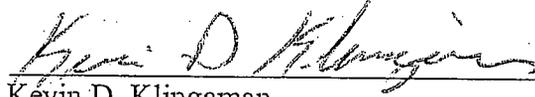
14. **Signatures.** If this Assignment is sent by facsimile or electronic mail, and if the facsimile or electronic mail contains a signature of any party to this Assignment, then the facsimile or electronic mail copy of this Assignment will bind such party in the same manner as if the original signature of the party was delivered.

(signature page follows)

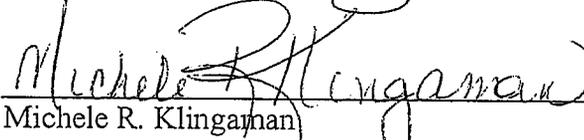
In witness whereof, Assignor has signed this Assignment as of
September , 2015.
October 1

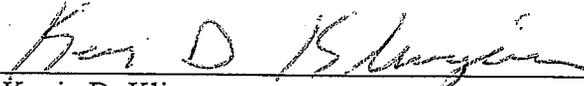
**ASSIGNOR:
KLINGAMAN BROTHERS**

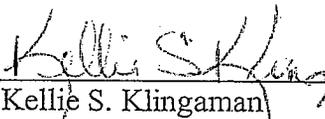
By 
Mark L. Klingaman
Its Partner

By 
Kevin D. Klingaman
Its Partner

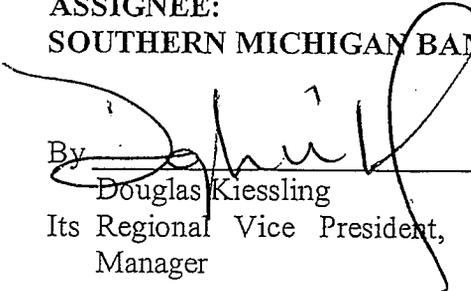

Mark L. Klingaman


Michele R. Klingaman


Kevin D. Klingaman


Kellie S. Klingaman

**ASSIGNEE:
SOUTHERN MICHIGAN BANK & TRUST**

By 
Douglas Kiessling
Its Regional Vice President, Commercial Loan
Manager

STATE OF MICHIGAN)
)
) ss
COUNTY OF Calhoun)

The foregoing instrument was acknowledged before me this ^{October} ~~September~~ 1, 2015, by Mark L. Klingaman, who is a partner of Klingaman Brothers, a Michigan partnership company, for the partnership.

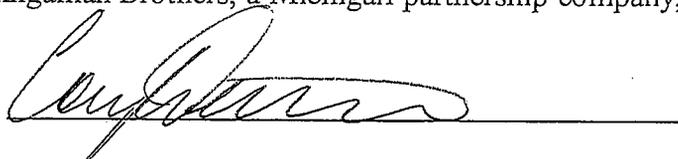


DAWN L. COPAS
NOTARY PUBLIC, CALHOUN COUNTY MI
ACTING IN THE COUNTY OF CALHOUN
MY COMMISSION EXPIRES OCT. 14, 2019

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

STATE OF MICHIGAN)
)
) ss
COUNTY OF Branch)

The foregoing instrument was acknowledged before me this September 24, 2015, by Kevin D. Klingaman, who is a partner of Klingaman Brothers, a Michigan partnership company, for the partnership.

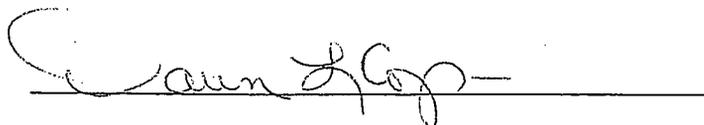


COREY DONNER
Notary Public, Branch County, MI
My Commission Expires 09/23/2021
Acting in Branch County, MI

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

STATE OF MICHIGAN)
)
) ss
COUNTY OF Calhoun)

The foregoing instrument was acknowledged before me this ^{October} ~~September~~ 1, 2015, by Mark L. Klingaman and Michele R. Klingaman, husband and wife.



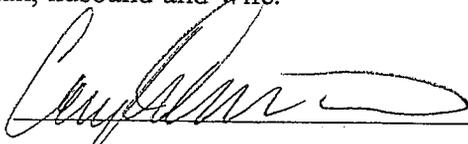
DAWN L. COPAS
NOTARY PUBLIC, CALHOUN COUNTY MI
ACTING IN THE COUNTY OF CALHOUN
MY COMMISSION EXPIRES OCT. 14, 2019

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

STATE OF MICHIGAN)
) ss
COUNTY OF Branch)

The foregoing instrument was acknowledged before me this September 27, 2015, by Kevin D. Klingaman and Kellie S. Klingaman, husband and wife.

COREY DONNER
Notary Public, Branch County, MI
My Commission Expires 09/23/2021
Acting in Branch County, MI

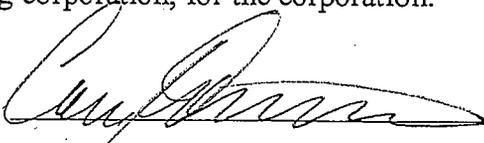


Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

STATE OF MICHIGAN)
) ss
COUNTY OF Branch)

The foregoing instrument was acknowledged before me this September 24, 2015, by Douglas Kiessling, who is a Regional Vice President, Commercial Loan Manager of Southern Michigan Bank & Trust, a Michigan banking corporation, for the corporation.

COREY DONNER
Notary Public, Branch County, MI
My Commission Expires 09/23/2021
Acting in Branch County, MI



Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

(The remainder of this page is intentionally left blank.)

