**SEPARATION**

**AND**

**PROPERTY SETTLEMENT**

**AGREEMENT**

 **BETWEEN**

 **and**

 **SEPARATION AND PROPERTY SETTLEMENT AGREEMENT**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2013, by and between, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Husband, and**,** residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Wife.

WHEREAS the parties hereto were duly married to each other \_\_\_\_\_\_\_\_\_\_\_\_\_, and there are no children of said marriage; and

 WHEREAS, the Husband intends to commence an action for divorce in New York County Supreme Court; and

 WHEREAS, the parties desire to confirm their separation and to settle and agree upon their rights, present and future: (a) in their respective estates; (b) in the property claimed or owned by either or both parties, whether that property be marital property or separate property under the laws of the State of New York; (c) in all causes of action, in law or in equity, except as hereinafter provided, existing in favor of either party as against the other; (d) in all issues concerning spousal support and maintenance; and (e) as to all other issues between the parties, all as hereinafter provided; and

 WHEREAS, each party is represented by separate and independent counsel of his or her own choosing with whom each has discussed his or her rights and obligations and the terms of this Agreement or has waived their right to counsel; and

 WHEREAS, the parties are entering into this Agreement of their own free will, without force, coercion or duress of any kind; and

 WHEREAS, each of the parties fully understands the terms, covenants and conditions of this Agreement and is of the belief that it is fair, just, adequate and reasonable as to each of them, and after due consideration, freely and voluntarily accepts and agrees to its terms, conditions and provisions; and

 WHEREAS, the parties acknowledge and agree that each has fully disclosed all assets and liabilities to each other, a complete description of which is attached hereto as Exhibit “A”, and agree that the following is a fair and equitable division of all assets and liabilities; and

 WHEREAS, the parties, having had explained to them by their attorneys the provisions of New York law affecting financial and property rights of spouses and support obligations, make this Agreement in full and complete satisfaction of all claims that each may have against the other under any law, except for claims as to the entitlement of either party to a judgment of divorce; and

 WHEREAS, the parties acknowledge that this Agreement is entered into as a separation Agreement to be governed by Section 236, Part B, of the Domestic Relations Law of the State of New York, commonly known as the Equitable Distribution Law; and

 WHEREAS, each of the parties desires that this Agreement shall be incorporated, but not be merged in, any judgment of divorce that may be entered between them.

 NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and undertakings herein contained, and other good and valuable consideration paid by each of the parties to the other of them at the execution and delivery of this Agreement, the receipt whereof is hereby acknowledged, the parties hereby covenant, promise and agree to and with each other as follows:

 **ARTICLE I**

**SEPARATION AND FREEDOM FROM INTERFERENCE & DIVORCE PROCEEDINGS**

 1.1 It is, and shall be, lawful for each of the parties hereto, at all times, and for the rest and remainder of their respective natural lives, to live separate and apart from each other and to reside from time to time at such place or places as each of such parties may see fit, and to contract, carry on and engage in any employment, business, or trade, which either may deem fit, free from control, authority, restraint, or interference, direct or indirect, by the other in all respects as if such parties were single and unmarried, except as otherwise specifically provided for in this Agreement.

 1.2 Neither party shall in any way molest, disturb, or trouble the other or interfere with the peace and comfort of the other or compel or seek to compel the other to asso­ciate, cohabit, or dwell with him or her by any action or proceeding for restoration of conjugal rights or by any means whatsoever.

 1.3 Each party shall own, free of any claim or right of the other, all of the items of property, real, personal, and mixed, of any kind, nature, or description and wheresoever situate, which are now owned by him or her, or which are now in his or her name, or to which he or she is, or may be, beneficially entitled or which may hereafter belong to or come to him or her with full power to him or to her to dispose of the same as fully and effectually in all respects and for all purposes as if he or she were unmarried, and free of any and all claims to same from the other, except as otherwise provided in this Agreement

 1.4 It is agreed that within 30 days of the execution of this Agreement, the Husband shall file for divorce with the New York County Supreme Court on the grounds of Irretrievable Breakdown of the relationship for at least six months. The Wife agrees to execute an Affidavit of Defendant, neither admitting nor denying the allegations stated in the Complaint and Plaintiff’s Affidavit but consenting to the Plaintiff obtaining a Judgment of Divorce on those grounds. The parties agree that this Stipulation of Settlement and Agreement shall be incorporated but not merged into any final Judgment of Divorce.

 **ARTICLE II**

 **DEBTS**

 2.1 Each party represents that as of the date of the execution of this Agreement, there are no debts, liabilities and other obligations that he or she has incurred, which are unpaid as of the date hereof, and which the other is obligated to pay.

 2.2 The Wife agrees that she will not at any time subsequent to the date of this Agreement, incur any debts, make any purchases or make any commitments upon the credit of her Husband, either by herself or for anyone, and she does hereby agree to indemnify the Husband against, and save and hold him harmless from all or any liability, losses, demands, damages, claims, costs and expenses which the Husband may sustain, or for which the Husband may sustain in the future, or for which the Husband may become liable, for or by reason of or arising out of or in connection with any debts, purchases, legal commit­ments or obligations heretofore or hereafter in­curred by or made by the Wife upon her own or allegedly upon her Husband's credit, whether they be deemed "legal necessaries" or otherwise and further agrees to pay the Husband's reasonable attorney's fees arising out of her breach of the covenants con­tained in this paragraph.

 2.3 The Husband agrees that he will not at any time subsequent to the date of this Agreement, incur any debts, make any purchases or make any commitments upon the credit of the Wife, either for himself or for anyone. The Husband shall, and hereby does agree to indemnify the Wife against, and save and hold her harmless from all or any liability, losses, demands, damages, claims, costs and expenses which the Wife may sustain, or for which the Wife may sustain in the future, or for which the Wife may become liable, for or by reason of or arising out of or in connection with any debts, purchases, legal commitments or obligations heretofore or hereafter incurred or made by the Husband upon his own or allegedly upon his Wife's credit, whether they be deemed "legal necessaries" or otherwise and further agrees to pay the Wife's reasonable attorney's fees arising out of his breach of the covenants contained in this paragraph.

**ARTICLE III**

**CLAIMS**

 3.1 Except as otherwise expressly set forth herein, each party hereby remises, releases and forever discharges the other from all causes of action, claims, rights, demands, and obligations whatsoever, in law or in equity, known or unknown, past, present, or future, which either of the parties ever had, or now or hereafter may have, against the other, upon or by any matter, cause or thing up to the date of the execution of this Agreement, including, without limitation, all claims with respect to all marital property, as that term is used and interpreted in Domestic Relations Law Section 236, Part B, or arising out of the marital relationship, except any cause of action for divorce, annulment or separation, in its non-financial aspects by either party against the other, and except any cause of action arising out of or in connection with the breach of this Agreement.

**ARTICLE IV**

**CLAIMS ON OTHER'S ESTATE**

 4.1 Each party shall henceforth hold, possess, and enjoy for his or her sole and separate use and free from interference and control by the other, all the real and person­al estate and other property of which he or she is now or at any time hereafter may be seized or possessed and each party releases and relinquishes any and all claims and rights that he or she may have had, now has, or hereafter may acquire to share in any capacity or to any extent whatsoever in the estate of the other party upon the latter's death whether by way of statutory allowance, distribution in intestacy, or elec­tion to take against the other party's will, or to act as executor of the other party's will, or to act as executor or administrator of the other party's estate.

 4.2 Each party, except as otherwise provided in this Agreement, shall each have the unrestricted right to dispose of ~~their~~ his/her respective properties by will or otherwise, in such manner as he or she may desire, and with the same effect as if their marriage had never taken place, and neither will in any way interfere with, nor raise objection to, the probate of the will of the other.

 4.3 Each party hereby irrevocably releases, waives and relinquishes any and all present and future rights under the present or future laws of any jurisdiction, or under any will or testamentary writing now or hereafter in existence, to share in and to act as executor or administrator or trustee or, without limitation, in any capacity or for any reason whatsoever, with respect to the other party's estate, by reason of any right which may now or hereafter exist. This provision shall constitute a mutual waiver by the parties to take under any existing will or testamentary writing of the other and to take against each other's will or testamentary writings, now in existence, under the present or future laws of any jurisdiction, and without limiting the foregoing, to relinquish any and all rights in and to each other's estate, including, but not limited to, all rights of dower and curtesy, the right of set-off now provided in § 5-3.1 of the Estates, Powers, and Trusts Law of the State of New York, all distributive shares presently provided in § 4-1.1 of said statute, all rights of election presently provided for in § 5-1.1 of said statute and any prior, existing or subsequent similar provision of law of this or any other jurisdiction. However, the foregoing shall not bar a claim on the part of either party for any cause arising out of a breach of this Agreement during the lifetime of the deceased party against whose estate such a claim may be made, in addition to any other remedies which may be available. Except as otherwise expressly set forth herein, each party waives all rights and benefits which may now or hereafter exist and which shall be payable upon the death of the other party, including, but not limited to, benefits under pension, retirement, profit-sharing and all forms of deferred-compensation plans, life-insurance policies, and annuities.

**ARTICLE V**

**MAINTENANCE**

 5.1 Both Husband and Wife are gainfully employed and each party is possessed with sufficient skills, education and training to be and remain self-supporting for the rest and remainder of their respective lives.

 5.2 Each party hereby waives his or her right to receive alimony, maintenance or spousal support from the other, whether same is periodic, permanent, pendente lite or otherwise, it being the express intention of the parties that neither party will seek nor obtain any spousal support from the other.

 5.3 Each party hereby acknowledges and agrees that she/he has been advised of the provisions of DRL §236(B)(5)(a), as amended, a statutory provision adopted in 2010 and effective as of October 12, 2010 with respect to matrimonial actions commenced on or after that date (“Temporary Maintenance Guidelines”).  Each party has been advised of the other party’s income and the application of the provisions of the Temporary Maintenance Guidelines to this matter.  Each party waives any rights she/he may have pursuant to the Temporary Maintenance Guidelines and instead agrees to be bound by the terms and conditions of their Agreement. As such, the parties intend that the pertinent provisions of this Agreement be deemed a waiver as contemplated by DRL §236(B)(5)(a), as amended.  In agreeing to waive the provisions of DRL §236(B)(5)(a), as amended, the parties have given due consideration to their respective current incomes and assets and probable future incomes and assets, the division of their marital assets, their respective obligations to pay support and the other financial provisions of this Agreement.

**ARTICLE VI**

**RETIREMENT PLANS**

 6.1 The Wife shall retain as her sole and separate property, free from any claim of right or interest by the Husband, all interests in any pension, individual retirement account (IRA), Social Security benefit, retirement-income account, annuity, deferred compensation, 401(k) plan, or employee benefit plans in her own name, including those maintained by her present or former employers. The Husband shall, upon demand and without cost or delay, execute whatever documents may be necessary to waive entitlement to survivorship or spousal benefits that may be available to him from the Wife’s interest in such plan.

 6.2 The Husband shall retain as his sole and separate property, free from any claim of right or interest by the Wife, all interests in any pension, individual retirement account (IRA), Social Security benefit, retirement-income account, annuity, deferred compensation, 401(k) plan, or employee benefit plans in her own name, including those maintained by his present or former employers. The Wife shall, upon demand and without cost or delay, execute whatever documents may be necessary to waive entitlement to survivorship or spousal benefits that may be available to her from the Husband’s interest in such plan.

 **ARTICLE VII**

 **PERSONAL PROPERTY**

 7.1 The parties have heretofore equitably divided the per­sonal property owned by them and each party shall hereafter own, have and enjoy, free of any claim or right of the other party, all of the ~~real and~~ personal property (tangible and intangible) now in his or her respective possession or which he or she shall have legal title to, including but not limited to business interests, bank accounts, partnership interests, stocks, bonds, stock options and all other forms of securities, Individual Retirement Accounts, Keogh plans, pension, profit sharing and other retirement plans, and all employee benefit plans.

 7.2 All furniture, furnishings, household goods, appliances, fixtures and other items of personality located at the marital residence of the parties, shall belong to the Wife, and the Husband hereby relinquishes all his right, title and interest that he may have therein.

 7.3 The parties shall execute such instruments of transfer and any other documents as counsel to the parties may reasonably request in order to accomplish the transfer of personal property called for hereunder.

 **ARTICLE VIII**

 **REAL PROPERTY**

 8.1 The parties acknowledge that they are joint owners of a condominium located at (“Marital Residence”) which is subject to an existing mortgage in the present principal indebtedness of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Mortgage”) held by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties further acknowledge that there are no other mortgages or liens on the Marital Residence.

 8.2 The parties acknowledge that the monthly mortgage payment is \_\_\_\_\_\_\_\_ and the monthly condominium charges are \_\_\_\_\_.

 8.3 The parties acknowledge that neither of them currently resides in the Marital Residence. The parties acknowledge that the Marital Residence is currently occupied by tenants paying monthly rent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ pursuant to a lease that expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties acknowledge that all of the rental income is used towards the payment of the mortgage.

 8.3 The Husband agrees that he shall be solely responsible for and shall pay the monthly mortgage, including principal and interest, real property taxes, assessments, levies and other governmental charges of any kind whatsoever, homeowner’s insurance, utilities, any and all repairs and any and all expenses in connection with the Marital Residence, and Husband shall indemnify the Wife and hold her harmless against all cost or expense arising out of or in connection with the use and operation of the Marital Residence, the maintenance thereof and the mortgage loan in its entirety.

 8.4 Within three (3) years of the date of execution of this Agreement, the Husband agrees that he shall pay off the mortgage of the Marital Residence in its entirety, or refinance the mortgage in his sole name, or sell the Marital Residence.

 8.5 Should Husband be unable to remove Wife’s name from the Mortgage within the time period specified hereinabove, the Marital Residence will immediately be listed with a real estate broker for sale to a third party at a listing price to be agreed upon by the parties. Both parties will cooperate with the execution of any documents needed to list and sell the property. Husband shall receive 100% of the proceeds from the sale of the Marital Residence. Should the Marital Residence sell for less than the amount owed on the mortgage, Husband shall assume 100% of any mortgage deficiency.

 8.6 The Wife hereby assigns and conveys to Husband all right, title and interest in the Marital Residence. The Wife shall execute any and all documents necessary to effectuate such assignment or transfer.

**ARTICLE IX**

**TAX RETURNS**

 9.1 The parties each agree to file separate Federal, State and City income tax returns for 2013 and to assume responsibility for the payment of all taxes due on their respective incomes, including penalties and interest.

 9.2 The parties each agree to indemnify and hold the other harmless for any errors in the information supplied or withheld by that party for any joint returns that have previously been or may hereafter be filed by them. The parties agree that any liabilities, penalties, or interest arising from any information supplied or withheld by one party on ay such joint tax return shall be the sole liability of the party responsible for that information. The parties further agree to pro-rate any other liabilities, refunds, penalties, or interest resulting from any joint tax returns according to the ratio of their adjusted gross incomes for the year at issue.

**ARTICLE X**

**HEALTH INSURANCE**

10.1 Pursuant to DRL Section 255, the Wife represents she fully understands that upon the entrance of this divorce agreement, I may no longer be allowed to receive health coverage under my former spouse’s health insurance plan. I may be entitled to purchase health insurance on my own through a COBRA option, if available; otherwise I may be required to secure my own health insurance.

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

 Date

10.2 Pursuant to DRL Section 255, the Husband represents he fully understands that upon the entrance of this divorce agreement, I may no longer be allowed to receive health coverage under my former spouse’s health insurance plan. I may be entitled to purchase health insurance on my own through a COBRA option, if available; otherwise I may be required to secure my own health insurance.

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

 Date

**ARTICLE XI**

**RECONCILIATION AND MATRIMONIAL DECREES**

 11.1 This Agreement shall not be invalidated or otherwise affected by a reconcilia­tion between the parties hereto, or a resumption of marital relations between them, unless said reconciliation or said resumption is documented by a written statement, executed and acknowledged by the parties with respect to said reconciliation and/or resumption, setting forth that they are canceling this Agreement.

 11.2 This Agreement shall not be invalidated or otherwise affected by any decree of separation or divorce made by any court in any action which may presently exist or may hereafter be instituted by either party against the other for a separation or divorce. The obligations and covenants of this Agreement shall survive any decree or judgment of separation or divorce and shall not merge therein, and this Agreement may be enforced independently of such decree or judgment.

 11.3 Both parties agree, stipulate, and consent that no judgment, order or decree in any action for divorce of the parties hereto shall make any provision for maintenance or affect the property rights of either party inconsistent with the provisions of this Agreement, but if any provision be made in any judgment, order or decree which is inconsist­ent with the provisions of this Agreement, or imposes a different or greater obligation on either of the parties hereto than provided in this Agreement, the provisions of this Agreement shall take precedence and shall be the primary obligation of both of the parties hereto. It is further agreed that upon the trial of any matrimonial action between the parties, the party instituting such action shall request that the decree shall contain a provision reciting, in words of substance, "Said Agreement of Separation is not merged in, but survives this decree, and the terms of said Agreement of separation are incorporated herein by Reference."

 11.4 This Agreement is not intended to be, nor shall it be construed to be, an Agreement for the dissolution of the marriage. Nothing herein contained shall be con­strued or deemed to bar the institution of an action for, or the obtaining of a judgment of divorce or separation in favor of either party against the other upon any ground now or hereafter existing in any court of competent jurisdiction.

 11.5 In the event either party shall commence such action, the other party shall have the right to appear in and contest such action.

 11.6 Any adjudication by any court of competent jurisdiction that any part of this Agreement is invalid shall not affect the balance or remainder or any part of the balance or remainder of this Agreement.

 11.7 In the event a divorce decree is granted to either party, the parties agree to undertake all steps which are required to remove any and all barriers to the other's remarriage, whether such barriers are civil or religious.

 **ARTICLE XII**

 **MISCELLANEOUS**

 12.1 The parties intend this Agreement to constitute an Agreement pursuant to Domestic Relations Law, Section 236(B)(3). They intend this Agreement and its provi­sions to be in lieu of each of their respective rights, pursuant to all aspects of Domestic Relations Law, Section 236(B). Accordingly, except to the extent provided in this Agreement, the parties mutually waive their rights and release each other from any claims for maintenance, distribution of marital property, distributive awards, special relief or claims regarding separate property or increase in the value thereof.

 12.2 The parties intend that their real and personal property division, as provided in this Agreement, shall be final and irrevocable. It is their intention that except as other­wise provided herein, all assets and property in the parties' respective names and/or possession shall be and remain his or her separate property free of any and all claims by the other.

 12.3 That each party is convinced that he or she knows the nature, extent and value of the other party's property and business interests. That the parties have been advised by their respective attorneys of their right to compel discovery and inspection of the other's books and records, business and personal; and of their right to have ac­countants, appraisers or others investigate, appraise or evaluate the other's business and property. That each party has waived these rights and they have instructed their respective attorneys not to take any further steps, themselves or through others, in connection with discovery, inspection, investigation, appraisal or evaluation of the oth­er's business or property.

 12.4 The parties acknowledge and certify that they have been made aware of the factors a court must consider in making an equitable distribution of their marital property in accordance with the provisions of §236(B)(5)(d) of the Domestic Relations Law, and they enter into this Agreement freely and voluntarily; and they agree that the distribution of their properties hereunder is fair and reasonable.

 12.5 The parties further acknowledge and certify that they have been made aware of the factors a court must consider in determining equitable distribution to the Husband and Wife ~~for~~ and maintenance in accordance with the provisions of §236(B)(6)(a) of the Domestic Relations Law, and they enter into this Agreement freely and voluntarily; and they agree that the provisions for support hereunder are fair and reasonable.

**ARTICLE XIII**

 **LEGAL EFFECT OF AGREEMENT**

 13.1 This instrument contains the entire understanding and agreement of the parties. No oral statement or prior written matter extrinsic to this Agreement shall be of any force and effect, and the parties rely solely upon the representations, covenants, conditions and premises set forth in this Agreement.

 13.2 Neither this Agreement nor any provision thereof shall be amended or modi­fied or deemed amended or modified except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by either party of any provision of this Agreement or any right or option shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right, or option, and the failure of either party to insist in any one or more instances upon the strict per­formance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

 13.3 This Agreement shall be binding upon the parties, their heirs, assignees, distributees and personal representatives.

 13.4 The terms and provisions of this Agreement shall be enforceable by the remedies of injunction, mandatory or prohibitory and specific performance in addition to any other rights and remedies available to either the Husband or the Wife. In the event either party shall institute any action against the other, for breach of any of the provisions of this Agreement and provided he or she shall be successful in said action, the success­ful party shall be entitled to an award for the reasonable value of the services provided by his or her attorney. In the event such lawsuit shall be settled, the Court shall have the right to determine the extent, if any, of entitlement to counsel fees.

 13.5 All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

 13.6 Each of the rights and obligations of the parties hereunder shall be deemed independent of each other.

 13.7 The parties agree that they shall both forthwith execute and deliver to the other any and all documents requested by the other which relate to and are in further­ance of the provisions of this Agreement.

 13.8 The terms and provisions of this Agreement shall remain private and confidential. Except in order to enforce any term or condition of this Agreement, or in response to or as required by subpoena or Court order, neither party shall disclose any of the provisions of this Agreement, to anyone other than their respective attorneys, accountants, financial and business advisors or similar providers of professional services.

**ARTICLE XIV**

**COUNSEL**

 14.1 The Husband is represented by Michael C. Barrows, Esq., with offices at 369 Lexington Avenue, 2nd Floor, New York, New York 10017. The Wife is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 14.2 Each party represents that he or she has read and fully understands all of the provisions of this Agreement, and that he or she are entering into this Agreement of his or her own free will, without any pressure, duress and/or threat.

 14.3 Each party shall pay his or her own respective counsel fees (if any) for all services rendered up to and including the execution of this Agreement and each will indemnify and hold the other harmless from any claim made against him or her by the other’s attorneys for service incurred in connection with the matrimonial affairs of the parties up to and including the execution of this Agreement.

 14.4 In the event either party shall, subsequent to the execution of this Agreement, institute any matrimonial action against the other, then each party agrees to pay his or her respective counsel fees incurred in prosecuting or defending such matrimonial action and further agrees to indemnify and hold the other harmless from any claims arising therefore.

 **IN WITNESS WHEREOF**, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

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

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

STATE OF NEW YORK )

 } SS.:

COUNTY OF )

 On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2013 before me, the undersigned personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

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

NOTARY PUBLIC

STATE OF NEW YORK )

 } SS.:

COUNTY OF )

 On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2013 before me, the undersigned personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

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

NOTARY PUBLIC