

# MORTGAGE (CMHC – Commercial) The Land Titles Act

[If this Mortgage is a high ratio mortgage as defined in the regulations under the *Law of Property Act* (Alberta), then the following statement applies:

"This mortgage is a high ratio mortgage to which sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. You and anyone who, expressly or impliedly, assumes this mortgage from you, could be sued for any obligations under this mortgage if there is a default by you or the person who assumes this mortgage."

A "high ratio mortgage" means, for the purposes of sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act*, and the regulations thereunder, a mortgage of land given to secure a loan under which the specific principal sum of the mortgage, together with the specific principal sum of any existing encumbrance on or mortgage of the same land, exceeds 75% of the market value of the land at the time the mortgage is given. "Specific principal sum" means the maximum amount secured by a mortgage or encumbrance and "existing encumbrance or mortgage" means an encumbrance or mortgage that is registered and that has or will continue to have priority over or equal priority with this mortgage.]

(the "Mortgagor") being registered as owner(s) of an estate in fee simple in possession, in all the piece of land described as follows:

(the "Mortgaged Premises")

in consideration of the sum of \$ (the "Principal Amount") lent to me by (the "Mortgagee") of , the receipt of which sum the Mortgagor does hereby acknowledge, hereby covenants with the Mortgagee as follows:

## **STANDARD MORTGAGE TERMS**

1. This Mortgage consists of and is subject to the set of Standard Mortgage Terms ("SMT") filed in the South Alberta Land Registration District as Instrument Number 981056195 and in the North Alberta Land Registration District as Instrument Number 982053533 together with all schedules thereto and is subject to the terms contained in the SMT as varied by any deletions from, or amendments or additions to the terms of the SMT as set out herein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the SMT.

## **DEFINITIONS**

2. The following definitions are hereby amended in Clause 1(a) of the SMT:

"CMHC" means Canada Mortgage and Housing Corporation, a body corporate created under the *Canada Mortgage and Housing Act*, R.S.C. 1985 c. C-7, as guarantor in connection with the financing by the Mortgagee of all or any part of the Indebtedness.

"Indebtedness" means the aggregate of:

- (i) the Principal Amount, and
- (ii) all interest on the Principal Amount and compound interest as provided in the Mortgage, and
- (iii) any amount, cost, charge, expense and interest which has been added to the Indebtedness under the terms of the Mortgage, and
- (iv) any other amount, cost, charge, expense and interest otherwise due and payable to the Mortgagee under or secured by the Commitment Letter (as defined herein), the Mortgage, and/or any Collateral Security;

provided, for the avoidance of doubt, that any Indebtedness in respect of any Loan(s) that is/are insured and/or financed by the Mortgagee under a NHA Program shall have priority as to payment, collection, and in respect of the Mortgage, enforcement over any other loan irrespective of the time or order of any loan, made by the Mortgagee to the Mortgagor from time to time pursuant to the Commitment Letter secured or to be secured by this Mortgage that is not insured and/or financed under a NHA Program.

3. The following definitions are hereby inserted in Clause 1(a) of the SMT:

“Collateral Security” means all additional and collateral security granted to the Mortgagee pursuant to the Commitment Letter, including without limitation, the Security Documents (as defined in the Commitment Letter).

“Confidential Personal Information” means any and all information or data protected by Privacy Laws, including (without limitation) information or data that: (a) is personal information or information about an identifiable individual (as more particularly defined in the applicable Privacy Laws) that was collected, used, disclosed or accessible to such party; or (b) is information from which an individual or individual’s identity can be ascertained either from the information itself or by combining the information with information from other sources available to the parties.

“Loan” means the loan advanced by the Mortgagee pursuant to the Commitment Letter (as defined herein) in respect of which this Mortgage is granted and includes any renewal, extension, or amendment thereof.

“NHA Program” means a Mortgagee financing or private or public mortgage insurance program under the National Housing Act.

“Privacy Laws” means the *Personal Information Protection and Electronic Documents Act* (Canada), *Personal Information Protection Act* (Alberta) and any regulations thereunder, as amended or supplemented from time to time, and any other similar applicable federal, provincial or territorial legislation now in force or that may in the future come into force in Canada governing the protection of personal information in the private sector applicable to the conduct of business by the Mortgagee, any mortgage loan insurer, including without limitation CMHC, any other person having or proposing to acquire any interest in all or any part of the Indebtedness, including any Loan under the related loan agreement, from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Indebtedness, including any Loan or the related loan agreement and to the activities contemplated herein, together with any common law duties of confidentiality owed by the such persons to the Mortgagor.

## PAYMENT PROVISIONS

4. (a) Principal Amount:

\$

(b) Interest Rate:

% per annum;

Unless the term of the Loan is extended in writing by both the Mortgagor and Mortgagee, in the event that the Indebtedness is not repaid in full on the Maturity Date for any reason whatsoever, then interest on the Loan shall continue from and after the Maturity Date at the rate of Royal Bank Prime plus % based on the remaining amortization of the Loan at the Maturity Date.

(c) Interest Calculation Period:

, not in advance;

(d) Interest Adjustment Date:

;

(e) Instalment Date:

day of each month;

(f) First Instalment Date:

;

(g) Maturity Date:

; and

(h) Amount of Each Equal Monthly Instalment (Clause 4 of SMT)

\$

## PREPAYMENT

5. Clause 10 of the SMT is hereby amended by deleting the wording of Clause 10 and replacing the same with the following:

The Loan secured by this mortgage may only be prepaid with the written consent of the Mortgagee, (A) in whole, (B) if the Mortgagor is not in default hereunder, under the Commitment Letter, and/or any Collateral Security, and (C) only upon payment of the Prepayment Amount. For the purposes hereof, "**Prepayment Amount**" (which the Mortgagee and the Mortgagor agree is a genuine pre-estimate of damages and not a penalty) means, in connection with any acceleration or prepayment of the Loan prior to the Maturity Date, an amount equal to the greater of three (3) months' interest calculated on the amount accelerated or prepaid, as applicable, and the Yield Maintenance Amount. For the purposes hereof, "**Yield Maintenance Amount**" means, at any time and with respect to any acceleration or prepayment of the Loan prior to the Maturity Date, an amount equal to the amount by which (X) the sum of the present value of all blended monthly instalments of principal

and interest payable after the acceleration or prepayment date, as applicable, and until the Maturity Date and the present value of the principal balance which would have been payable on the Maturity Date, exceeds (Y) the principal amount of the Loan being accelerated or prepaid, as applicable. These present values shall be calculated using a discount rate equal to the bid-side yield listed in a Bloomberg screen at 11:00 A.M. (Calgary time) on the business day immediately preceding the date of acceleration or prepayment, as applicable, on non-callable Government of Canada bonds having a term equivalent to the remaining term of the Loan; the "bid-side yield on non-callable Government of Canada bonds having a term equivalent to the remaining term of the Loan" shall mean the bid-side yield to maturity, as determined by the Mortgagee, expressed as an annual rate of interest calculated semi-annually and not in advance, on a theoretical non-callable Government of Canada bond, payable in Canadian Dollars, obtained from the interpolation between the bid-side yield of two non-callable Government of Canada bonds, each issued the business day prior to the acceleration or prepayment date, as applicable, the first having a maturity closest to but prior to the Maturity Date and the second having a maturity closest to but following the Maturity Date. The Prepayment Amount will be secured hereby and will be a charge on the Mortgage Premises.

### **COMMITMENT LETTER**

6. The parties agree that the accepted terms and conditions of the Mortgagee's Commitment Letter dated \_\_\_\_\_, and any amendments thereto (the "Commitment Letter"), shall survive funding of this Loan and continue to be in full force and effect after said funding. Default by the Mortgagor of any of the terms or requirements contained in the Commitment Letter, and/or under any of the Collateral Security shall constitute a default hereunder. In the event there is a conflict between the terms and conditions of this Mortgage, the Collateral Security, and/or the said Commitment Letter, then the Mortgagee shall in its absolute discretion, determine which provision of which document shall prevail to remove such conflict, provided always that where there is a conflict with the CMHC Certificate of Insurance, the CMHC Certificate of Insurance shall prevail to remove such conflict. There will be no conflict if the terms and conditions of the said Commitment Letter should enlarge or clarify the terms and conditions of this Mortgage.

### **CMHC - CERTIFICATE OF INSURANCE**

7. The Mortgagor agrees that the accepted terms and conditions of Canada Mortgage and Housing Corporation's Certificate of Insurance No. \_\_\_\_\_ and Special Conditions, and any amendments thereto, shall survive funding of the Loan secured by this Mortgage and continue to be in full force and effect and binding upon the Mortgagor both before and after funding of the Loan. The Mortgagor further acknowledges receipt and review of the Certificate of Insurance and Special Conditions and agrees to carry out and complete those conditions set out in the said Certificate of Insurance and Special Conditions as if they formed part of the Mortgagee's Commitment Letter and also not to do anything that might impair or negate the said Certificate of Insurance.

### **STATEMENTS**

8. The Mortgagor shall provide to the Mortgagee annually within 120 days after its fiscal year end rent rolls and stand alone project operating statements isolating the project financial and operating information from other projects in a form satisfactory to the Mortgagee and certified as to accuracy by an officer of the Mortgagor. Additionally, the Mortgagor shall, within 120 days after each fiscal year end of the Mortgagor, provide to the Mortgagee accountant prepared and audited current financial statements for the Mortgagor and management prepared financial statements for the property which statements shall include a balance sheet and a detailed statement of income and expenditures with supporting notes and schedules. The Mortgagor shall upon the request of the Mortgagee ensure that any guarantors of the mortgage debt provide current financial statements or sworn personal net worth statements to the Mortgagee. The Mortgagor shall provide the Mortgagee such other financial and supporting information as requested by the Mortgagee.

## **MANAGEMENT**

9. The Mortgagor agrees to maintain at all times professional property management for the Mortgaged Premises acceptable to the Mortgagee. Any change in the professional property management of the Mortgaged Premises shall require the prior written approval of the Mortgagee, such approval not to be unreasonably withheld. In addition, if at any time the Mortgagee becomes unsatisfied, acting reasonably, with the current or future professional property management of the Mortgaged Premises and the reasons for such dissatisfaction are not remedied within 30 days of notice detailing such dissatisfaction, the Mortgagor shall, at the request of the Mortgagee, change the professional property management to such other professional property management that is acceptable to the Mortgagee acting reasonably. The Mortgagee acknowledges that as of the date of this Mortgage the Mortgagor will be managing the Mortgaged Premises and is as of the date of this Mortgage an acceptable property manager. The Mortgagor shall at all times ensure that the management provided by it shall be comparable and competitive with local third party fee based management firms.

## **TAXES**

10. Clause 12 of the SMT is hereby revised by deleting the last paragraph and replacing it with the following:

“Notwithstanding, the Mortgagee shall permit the Mortgagor to pay the Taxes levied on the Mortgaged Premises. The Mortgagee will waive the requirements for monthly tax installments on the condition that the Mortgagor:

- (a) pays each monthly statement and all other monies due under the Mortgage promptly when due;
- (b) submits copies of the tax receipts to the Mortgagee within 60 days of each due date to confirm payment of Taxes. If the Mortgagor does not submit tax receipts as required and the Mortgagee requests tax receipts from the taxing authority, all costs incurred by the Mortgagee in obtaining the receipts will be for the Mortgagor’s account;
- (c) is not otherwise in default under the Mortgage, Commitment Letter, and/or Collateral Security; and
- (d) authorizes the taxing authority to release all information relevant to taxes to the Mortgagee as required.”

## **SALE OF PROPERTY**

11. The Mortgagor covenants and agrees with the Mortgagee, that in the event of the Mortgagor selling, conveying, transferring, or entering into an agreement for sale, or transfer of title of the property hereby mortgaged (including but not limited to the sale of shares or other interests resulting in a transfer of majority ownership interest) to a purchaser or transferee not approved, in writing, by the Mortgagee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, shall at the option of the Mortgagee, forthwith, become due and payable. The Mortgagor agrees that any substantial change in ownership, whether legal or beneficial, of the Mortgaged Premises shall require the Mortgagee’s prior written approval which shall not be unreasonably withheld, failing which all monies hereby secured with accrued interest thereon, shall at the option of the Mortgagee, forthwith, become due and payable.

## **FURTHER MORTGAGING**

12. The Mortgagor shall not grant financial encumbrances subsequent to this Mortgage over the Mortgaged Premises without the written consent of the Mortgagee, such consent not to be unreasonably withheld. Further, the Mortgagor shall not register any encumbrances subsequent to this Mortgage without the prior written consent of the Mortgagee, such consent not to be unreasonably withheld. Further, the Mortgagor agrees that it will not in any event allow or grant a cross default provision between this Mortgage and any allowed subsequent encumbrance.

## **ENVIRONMENTAL CLAUSE**

13. The Mortgagor hereby represents and warrants that neither the Mortgagor, nor to their knowledge, any other person, and except as revealed in the provided reports, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitations laws respecting the discharge, emission, spill, or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Mortgagor to use or occupy the property or any part thereof to continue so to operate. The Mortgagor hereby indemnifies the Mortgagee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as a direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the property or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of Hazardous Material is the property (including without limitation: (i) the costs of defending and/or counter-claiming or claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Mortgagee with the consent of the Mortgagor (which consent shall not be unreasonably withheld); and the provisions of and undertakings and indemnification set out in this Clause shall survive the satisfaction and release of the security documents and payment and satisfaction of this Mortgage and liability of the Mortgagor to the Mortgagee pursuant to this Mortgage. The indemnity contained herein in favour of the Mortgagee shall enure to the benefit of the Mortgagee, and successors and assignees of the security. For the purposes of this clause, "Hazardous Material" means any contaminants or pollutants or any substance that when released into the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, includes hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health. The indemnity contained herein shall survive the repayment of this Mortgage and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists. The indemnity contained herein shall be of no further force and effect upon the full repayment of the Indebtedness secured by this Mortgage, and the registration of the appropriate discharges unless, during the term this Mortgage, the Mortgagee has taken possession or control of the Mortgaged Premises or has become the owner thereof as a result of foreclosure of the Mortgagor's interest in which event, or either of them, the foregoing indemnity shall survive.

## **INSPECTION CLAUSE**

14. The Mortgagee or agent of the Mortgagee or agent of CMHC, may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee or CMHC, enter upon the Mortgaged Premises to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee or CMHC (or their respective agents) may enter upon the Mortgaged Premises to conduct any environmental testing, site assessment, investigation or

study deemed necessary by the Mortgagee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be a charge upon the Mortgaged Premises. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, CMHC or their respective agents to be in possession, management or control of the Mortgaged Premises.

#### **DEFAULT OR ADVERSE CHANGE**

15. In the event of the Mortgagor failing to pay any amount when due, or the Mortgagor or any guarantor being in breach of any covenant, condition or term of the Commitment Letter, this Mortgage and/or any Collateral Security, or if any information provided by the Mortgagor or any guarantor is found to be untrue or incorrect, or if any event of default hereunder, under the Commitment Letter, or under any Collateral Security occurs, the Mortgagor shall at the option of the Mortgagee be in default of its obligations to the Mortgagee and the Mortgagee may exercise any and/or all remedies available to it at law or in equity. Further the Mortgagee may, at its option, on notice to the Mortgagor, declare the principal and interest on the Loan, and any other amount due hereunder forthwith due and payable, whereupon the same shall be and become immediately due and payable in full.

#### **ADDITIONAL REPRESENTATIONS AND WARRANTIES**

16. The Mortgagor hereby represents and warrants to the Mortgagee (a) the accuracy of the financial statements provided to the Mortgagee and that there has been no material adverse change in the Mortgagor's financial condition or operations, as reflected in the financial statements used to evaluate this credit; (b) that it has the power and authority to execute and deliver the security documents; (c) the accuracy of all documents delivered and representations made to Mortgagee; (d), that there are no pending adverse claims against the Mortgagor or the Mortgaged Premises and there are no outstanding judgements against the Mortgagor; (e) that there are no defaults under other agreements relating to the Mortgaged Premises; (f) the compliance of construction of the Mortgaged Premises with all laws; and (g) that there are all necessary services available to the Mortgaged Premises.

#### **HOTEL CONVERSION**

17. As the Mortgaged Premises offer certain features which could under some circumstances permit its conversion from rental housing to hotel use, it is agreed by the Mortgagor with the Mortgagee that the Loan secured hereby may be called at the Mortgagee's option if:
- (a) the building plan of the building is physically altered without the prior written approval of the Mortgagee and CMHC;
  - (b) the Mortgaged Premises ceases to be occupied by persons utilizing the accommodation for purposes of a principal residence.

#### **ALTERATIONS**

18. Clause 19 of the SMT is hereby amended by deleting the wording of clause 19 and replacing the same with the following:

The Mortgagor shall not make, or permit to be made, any alterations or additions to the Mortgaged Premises without the consent of the Mortgagee; and the Mortgagor shall not use the Mortgaged Premises or permit them to be used for any purpose of any business, trade or manufacture of any description or as a hotel; the Mortgagee or agent of the Mortgagee or any agent of CMHC may, at any time, enter upon the Mortgaged Premises to inspect the lands and buildings thereon.

## **PAYMENTS**

19. Payments hereunder are to be made by pre-authorized, automated debit.

## **EXTENSION OF TERM**

20. At the Mortgagee's option, the Mortgagee may extend the term of this Mortgage such that the maturity date falls 12 months later than the Maturity Date. To exercise the aforesaid option to extend, the Mortgagee shall deliver written notice to the Mortgagor at any time prior to the first anniversary of the Interest Adjustment Date. The Mortgagee may request that the Mortgagor acknowledge the extension in writing, however, the Mortgagor's failure to do so shall not invalidate the extension. In addition, the aforesaid option to extend may only be exercised by the Mortgagee in order to align the timelines between the Loan expiry and the Canada Housing Trust pools.

## **INSURANCE**

21. In addition to satisfying the insurance requirements set out in the SMT, the Mortgagor shall obtain insurance in accordance with the minimum insurance requirements specified in the Commitment Letter.

## **MORTGAGEE'S RIGHT TO FREELY DEAL WITH LOAN SECURED BY THIS MORTGAGE**

22. The Mortgagee, at its option exercisable in its sole discretion, may sell, transfer, assign, encumber, create a trust in respect of, securitize, in any transaction, insure, or otherwise deal with all or any part of the Indebtedness, including any Loan, the Indebtedness and applicable loan agreement, or any interest therein, without restriction and notice to the Mortgagor, any borrower, guarantor or any other person, and the Mortgagor hereby acknowledges and agrees that it has consented to such dealings and that no further notices are required.

If the Mortgagee does so, the Mortgagor agrees that this Mortgage shall continue to secure all Indebtedness, including each Loan and Indebtedness, or any interest therein, that have been so sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, and all Indebtedness, including each Loan and Indebtedness, which arise after any such sale, transfer, assignment, encumbrance, trust, securitization, or other dealing (provided, for the avoidance of doubt, that the Loan and Indebtedness shall continue to be subject to the terms hereof, including that any Indebtedness in respect of a Loan that is insured and/or financed by the Mortgagee under a NHA Program shall have priority as to payment, collection, and in respect of this Mortgage, enforcement, irrespective of the time or the order of any Loans, over any other Loan made by the Mortgagee to the Mortgagor from time to time pursuant to a loan agreement secured or to be secured by this Mortgage that is not insured and/or financed under a NHA Program, and this action shall not have any impact on the interest rate or other terms of the Loans pursuant to the respective loan agreements). Once sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, such Indebtedness, including each Loan and all Indebtedness, or any interest therein may be repurchased, reacquired, or redeemed by the Mortgagee at any time, whether or not an event of default under this Mortgage or under any collateral security has occurred.

The Mortgagee may from time to time, in connection with the sale, assignment, syndication or securitization of a Loan, or otherwise, appoint or designate a custodian or agent for a Loan, which custodian or agent may be the registered mortgagee. The Mortgagor acknowledges that such custodian or agent will have no liability whatsoever to the Mortgagor in connection with a Loan.

The Mortgagee shall have the unrestricted right from time to time to appoint a third party to service or administer any Loan, and to deal with the Mortgagor in place of the Mortgagee, provided that until the Mortgagee gives notice of such appointment to the Mortgagor shall continue to deal with the Mortgagee in matters pertaining to the servicing or administration of the Loan.

**CONSENT TO DISCLOSURE**

23. In connection with the processing, approving, funding, servicing, and administering, or any insurance, sale, securitization, or financing of all or any part of the Indebtedness, including any Loan under a related loan agreement, or any interest therein, any of the Mortgagee, any mortgage loan insurer, including without limitation CMHC, any other person having or proposing to acquire any interest in all or any part of the Indebtedness, including any Loan under a related loan agreement, from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), or any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Indebtedness, including any Loan or a related loan agreement (“Information Access Persons”), may, as it may determine in its sole discretion in accordance with Privacy Laws, collect, use and store information and materials (including Confidential Personal Information) provided by the Mortgagor to, or obtained by or on behalf of, the relevant Information Access Person, relating to the Indebtedness, including any Loan under the related loan agreement, the Mortgagor, or the Mortgaged Premises (both before and after any new loan, any re-financing of a loan, any re-advances and any further advances on any loan, and/or any default) without further notice to the Mortgagor, any other borrower or guarantor, and any such Information Access Person may, as it may determine in its sole discretion in accordance with Privacy Laws, from time to time transfer, assign, release, disclose, exchange or share such information and materials (including Confidential Personal Information) to or with:
- (a) any other Information Access Persons; and
  - (b) any governmental authority having jurisdiction over it or any of its activities,

and the Mortgagor hereby irrevocably consents to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including Confidential Personal Information) in accordance with Privacy Laws.

**MORTGAGOR’S ACKNOWLEDGEMENT**

24. The Mortgagor hereby acknowledges as follows:
- (a) That the Mortgagor understands the nature of the SMT referred to in clause 1 above and the statements made in the said clause;
  - (b) That the Mortgagor has been given a copy of the SMT;
  - (c) That the Mortgagor is the registered owner of the Mortgaged Premises; and
  - (d) For the better securing to the Mortgagee of the repayment in the manner set out in this Mortgage of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage the Mortgagor hereby mortgages and charges to the Mortgagee all the Mortgagor’s estate and interest in the Mortgaged Premises.

**IN WITNESS WHEREOF** the Mortgagor has executed these presents this            day of            , 2025.

Per: \_\_\_\_\_

(seal)