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**VOLUNTARY EMPLOYMENT SEPARATION AGREEMENT
AND
GENERAL RELEASE**

THIS VOLUNTARY EMPLOYMENT SEPARATION AGREEMENT AND GENERAL RELEASE (herein collectively referred to as "Agreement") is entered by and between

Mark Bonamo ("you" or "your" or "Bonamo"), whose address is 138-62 Dr. Martin Luther King Jr. Boulevard, Apartment 1705, Newark, New Jersey ~~07104~~, 07104

and

City of Bayonne ("City") whose address is City Hall, 630 Avenue C, Bayonne, New Jersey 07002,

Effective on the "Effective Date" stated in paragraph 17(b) below.

FOR VALUABLE CONSIDERATION, as set forth herein, the parties agree as follows:

1. **SEPARATION OF EMPLOYMENT**. Effective as of the close of business on April 4, 2021 ("Separation Date"), you acknowledge your separation of employment with the City by virtue of your voluntary resignation from your position as Assistant Business Administrator. The City has approved the following as consideration for your voluntary resignation and you will be maintained on the City's payroll for the following dates:

(a) From January 19, 2021 through February 22, 2021, you will be exhausting vacations days that would have been accrued through calendar year 2021.

(b) From February 23, 2021 through February 26, 2021, you will be exhausting personal days that would have been accrued through calendar year 2021.

(c) From March 1, 2021 through April 1, 2021, you will be exhausting sick days that would have been accrued through calendar year 2021. You will provide a signed note from your medical doctor to provide support your request for the sick leave during the aforementioned time period.

2. **VOLUNTARY RESIGNATION WITHOUT GOOD CAUSE ATTRIBUTABLE TO THE WORK**. In executing this agreement, you warrant and represent that you are leaving work and tending your resignation voluntarily and without good cause attributable to the work. You are not resigning your position in the face of probable discharge with the intent to preserve your record. You are not resigning in lieu of termination. Rather, you are voluntarily resigning to attend to and focus solely on personal matters, including a health issue, that requires your immediate and dedicated attention. You are unable to focus on your health and personal matters while working and performing the full-time duties required of you as Assistant Business Administrator. Your warranties and representations as set forth in this Paragraph 2 of this Agreement is a material consideration for the City in entering into this agreement.

MJB ORIGINAL

MJB REVISION
3/10/21

3. **AGREEMENT TERMS AND CONDITIONS:** As of the Separation Date, all rights, privileges and entitlements as an active employee will or have ceased, except however, that your current scope of health care coverage will continue through April 30, 2021 at the expense of the City. On May 1, 2021 or soon thereafter, you will be afforded the opportunity to continue health coverage pursuant to The Consolidated Omnibus Budget Reconciliation Act (COBRA) should you so elect to do so and pay for such health care continuation as required by the health insurance carrier.

4. **GENERAL RELEASE:** As consideration for your general release and other agreements as set forth below, the City will provide you with a letter of reference that will confirm dates of employment, position classification and title, description of duties, salary history and confirmation that you performed your duties in a satisfactory manner and voluntarily resigned from employment with the City.

All of the foregoing consideration is conditioned upon and given in return for Your discharge and release of all claims, obligations, and demands which You have, ever had, or in the future may have against the City, any of its mayors, directors, members of administration, members of its governing body, officers, administrators, elected officials, directors, employees, agents, directors, supervisors, members, managers, employees, agents, representatives, attorneys, divisions, subsidiaries and affiliates, and all related entities of any kind or nature, and its predecessors, successors and assigns or successors arising out of or related to your employment with and separation from the City, including, but not limited to, any and all claims for breach of contract or implied contract, constructive or wrongful discharge, or for negligence, retaliation and all torts; any and all claims for attorney fees; and any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act ("AEDA"), the Older Workers Benefit Protection Act ("OWBPA"), the Americans with Disabilities Act, the Employment Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Fair Labor Standards Act, the Sarbanes-Oxley Act of 2002, Executive Order 11246 and Executive Order 11141 and each and every State or local variation of these federal laws or Executive Orders, including without limitation the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey Wage Payment Act, the New Jersey Conscientious Employee Protection Act, and the New Jersey Civil Rights Act, and any and all other applicable federal, state, and local fair employment practices laws, individual or constitutional rights, and wage or discrimination laws and any other statutory claim, employment or other contract or implied contract claim, or common law claims, discharge, breach of an implied covenant of good faith and fair dealing, intentional infliction of emotional distress, constructive discharge, defamation, or invasion of privacy arising out of or involving your employment with the City, the separation of your employment with the City or involving any continuing effects of your employment with the City. Without limiting the generality of this Paragraph 4, it is the intention of the parties to make this Release as broad and as general as the law permits.

The foregoing Release shall not affect any acts giving rise to claims subsequent to the execution of this Agreement and the expiration of the revocation period. Excluded from this Release are any claims which by law cannot be waived; provided, however, while You cannot waive your right to file a charge with or participate in an investigation conducted by certain

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MJB REPORTED
3/10/27

government agencies, you are waiving and releasing your claim or right to any monetary recovery should any party (such as the Equal Employment Opportunity Commission) pursue claims on your behalf.

You further acknowledge that you are aware that statutes exist that render null and void releases and discharges of any claims, rights, demands, liabilities, action and causes of action which are unknown to the releasing or discharging party at the time of execution of the release and discharge. You hereby expressly waive, surrender and agree to forego any protection to which you would otherwise be entitled by virtue of the existence of any such statute in any jurisdiction including, but not limited to, the State of New Jersey.

5. COMPLETE RELEASE AND COVENANT NOT TO SUE.

a. Bonamo and his heirs, assigns and agents, for valuable consideration acknowledged as having been received by Bonamo, hereby releases, waives and discharges the City, its affiliated companies, and its officers, trustees, elected officials, agents, employees, successors and assigns (hereinafter collectively referred to as the "Releasees") from each and every claim, demand, cause of action, obligation, damage, complaint, expense, compensation or action or writ of any kind, nature, character or description that Bonamo had, now has, or may in the future have against the Releasees on account of or arising out of Bonamo's employment and his separation therefrom, including any disciplinary action, if any. This Complete Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or Municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, and any and all claims for back pay or attorneys' fees and costs arising from the above acts including, but not limited to:

i. Any claim, cause of action, demand or complaint arising out of or under the New Jersey Law Against Discrimination (NJLAD) which, among other things, prohibits discrimination in employment on the basis of an individual's race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.

ii. Any claim, cause of action, demand or complaint or complaint arising out of or under the Federal Title VII of the Civil Rights Act of 1964 (Title VII) or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person's race, color, religion, sex or national origin; and, any claim, cause of action, demand or complaint alleging civil rights violations, including but not limited to violations under 42 U.S.C. §1983.

iii. Any claim, cause of action, demand or complaint arising out of or under the Federal Age Discrimination in Employment Act of 1967, as amended (ADEA) which, among other things, prohibits discrimination in employment on account of a person's age.

iv. Any claim, cause of action, demand or complaint arising out of or under the Federal Americans with Disabilities Act (ADA) which, among other things, prohibits discrimination in employment on account of a person's disability or handicap.

v. Any claim, cause of action, demand or complaint arising out of or under the Federal Family and Medical Leave Act (FMLA) which, among other things, entitles an employee to take reasonable leave for medical reasons for the birth or adoption of a child, and

MJB 02/01/22
MJB RECORDED 3/10/22

for the care of a child, spouse or parent who has a serious health condition, and any claim, cause of action, demand or complaint arising under the New Jersey Family Leave Act (NJFLA).

vi. Any claim, cause of action, demand or complaint arising out of or under the Federal Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

vii. Any claim, cause of action, demand or complaint arising out of or under the Federal Employee Retirement Income Security Act of 1974, as amended (ERISA), which, among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

viii. Any claim, cause of action, demand or complaint arising out of or under the Federal Older Workers Benefits Protection Act (OWBPA), which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person's age.

ix. Any claim, cause of action, demand or complaint arising out of or under the Conscientious Employee Protection Act (CEPA), which, among other things, prohibits retaliatory action by an employer against an employee who objects to practices that he/she reasonably believes are incompatible with a clear mandate of law or public policy concerning the public health, safety or welfare.

b. Bonamo represents and warrants that he has not filed and shall not hereafter file any claim, charge or complaint of any nature with the New Jersey Division of Civil Rights, the U.S. Equal Employment Opportunity Commission (EEOC) or with any Federal, State or local court or agency against the City or the Releasees concerning her employment and his separation therefrom.

If Bonamo violates this Complete Release by filing any claim, charge or complaint as prohibited in this subparagraph, Bonamo agrees to pay all costs and expenses of defending against the suit incurred by the City and/or the Releasees, including reasonable attorneys' fees.

6. **NO DISPARAGING, UNTRUE OR MISLEADING STATEMENTS:** As further and essential consideration for this Agreement, you agree that you will not at any time from the date of the execution of this agreement until the end of time take any actions directly or indirectly to (1) disparage, malign or slander the City, its operations, mayors, directors, members of administration, members of its governing body or its employees in a manner, past and current; Further, you will: (1) keep strictly confidential the terms and conditions of this Agreement; (2) fully cooperate with the City in relation to matters in which you were involved while employed or as to which you have insight or knowledge related to or arising from your employment with the City; (3) you reaffirm your obligation and commitment to maintain the confidentiality of any and all confidential City business information; and (4) you will not disclose privileged and/or proprietary communications, information or documents that you have learned of or received during the course of your employment related in any way to any pending or anticipated legal proceeding to anyone other than authorized employees of the City or its attorneys, except pursuant to a valid court order, subpoena or other governmental or judicial direction. Should you violate any of these covenants, you will be liable to pay the City's legal fees and costs related to compelling your compliance with this Paragraph 5. Further, You represent that you will not make, to any third party(s) or entities, any disparaging, untrue, or misleading written or oral statements about or relating to the City, its operations, mayors, directors, members of administration, members of its governing body or its employees in a manner or about or relating

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to any member of the governing body, director, agent, employee, or other person acting on the City's behalf, past or present. Nothing in this Agreement shall prohibit either party from responding truthfully to a request or inquiry made pursuant to a valid court order, subpoena or other governmental or judicial direction upon prior notice to the other party.

7. **NON-WAIVER ENFORCEMENT PROVISION BY CITY:** Failure by the City to enforce any particular provision(s) at any time or in any instance shall not constitute a waiver of said provision.

8. **FULL AND COMPLETE UNDERSTANDING OF AGREEMENT:** This Agreement contains and constitutes the full and complete understanding and agreement between the parties regarding your separation from employment. You further understand and agree that by entering into this Agreement, the City is not admitting, and expressly denies, violating any legal right, duty or entitlement. This Agreement shall not be amended or modified except by a writing signed by the below signatories, or their successors.

9. **CONSULTATION WITH COUNSEL:** You represent that you have been given the opportunity to be represented in negotiations for and the preparation of this Settlement Agreement and General Release by counsel of your own choosing. You are not represented by legal counsel and wish to proceed without a lawyer. You have read this document carefully and understand the terms of this Settlement Agreement and General Release and you are fully aware of its content and of its legal effects. You have had ample time to consult with an attorney of your own choosing prior to executing this Agreement. By executing this Agreement, you acknowledge that (a) you have been provided with an adequate opportunity to consult with counsel of your own selection regarding the terms of this Agreement but waive your right to counsel and have decided to proceed without legal counsel, (b) that you are over the age of forty (40) and the twenty-one (21) days in which to consider whether you wish to enter into this Agreement is applicable to you and (c) you have elected to enter this Agreement knowingly and voluntarily. The City reserves the right reasonably to change or revoke this Agreement prior to your execution hereof.

10. **CANCELLATION OF AGREEMENT BY YOU:** You have seven (7) days following your execution of this Agreement to change your mind ("Revocation Period"). You may revoke the Agreement during those seven (7) days by mailing via certified mail or delivering a letter of revocation to Donna M. Russo, Esq. of Law Department, City Hall, 630 Avenue C, Bayonne, New Jersey 07002. Such a letter must be signed and received no later than the seventh (7th) day after the date on which you signed the agreement. This Agreement shall be fully effective and binding upon all parties hereto immediately upon execution by both parties and the expiration of the seven-day Revocation Period ("Effective Date").

You further covenant not to contest the validity of this Agreement after the expiration of the Revocation Period. Should you nonetheless pursue litigation against the City involving any matter covered and/or released hereby, (i) you waive any claim for a jury trial and (ii) you shall be liable for the City's costs and attorneys' fees incidental to defending such legal action. The foregoing covenant is inapplicable to the ADEA and OWBPA.

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3/10/21

11. You and the Company agree that if any provision of this Agreement or application thereof is held invalid or unenforceable in whole or in part, the invalidity shall not affect other provisions or applications of this Agreement, which shall remain in full force and effect so long as or to the extent the essential purpose hereof is not impaired. Your acceptance of this Agreement is equally on behalf of and binding on your family, heirs, successors and assigns.

12. **COVENANT NOT TO SUE.** Supplementing the terms of Paragraph 4 above, You, your heirs, executors, administrators, successors and assigns agrees not to bring, file, charge, claim, sue or cause, assist, or permit to be brought, filed, charged or claimed any action, cause of action, or proceeding regarding or in any way related to any of the claims described in Paragraph 4 hereof, and further agrees that the Release is, will constitute and may be pleaded as, a bar to any such claim, action, cause of action or proceeding. If any government agency or court assumes jurisdiction of any charge, complaint, or cause of action covered by this Release, You will not seek and will not accept any personal equitable or monetary relief in connection with such investigation, civil action, suit or legal proceeding.

13. **PROTECTIVE AGREEMENT AND CONFIDENTIALITY.** You agree that you will not, for any reason whatsoever, whether voluntarily or involuntarily, use for yourself or disclose to any person any "Confidential Information" of the City acquired by you during your relationship with the City. You will not disclose confidential, privileged and/or proprietary communications, information or documents that you have learned of or received during the course of your employment related in any way to any pending or anticipated legal proceeding to anyone other than authorized employees of the City or its attorneys, except pursuant to a valid court order, subpoena or other governmental or judicial direction upon prior notice to the City. You further acknowledge and agree that you are estopped from and will not dispute in any proceeding the enforceability of this Paragraph 13. It is agreed that breach of this Paragraph 13 will result in irreparable harm and continuing damages to the City and its business and that the City's remedy at law for any such breach or threatened breach, will be inadequate and, accordingly, in addition to such other remedies as may be available to the City at law or in equity in such event, any court of competent jurisdiction may issue a temporary and permanent injunction, without the necessity of the City posting bond and without proving special damages or irreparable injury, enjoining and restricting the breach, or threatened breach, of this Paragraph 14, including, but not limited to, any injunction restraining the breaching party from disclosing, in whole or part, any Confidential Information.

15. **SEVERABILITY.** If any provision of this Agreement shall be found by a court to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. The parties further agree to seek a lawful substitute for any provision found to be unlawful; provided, that, if the parties are unable to agree upon a lawful substitute, the parties desire and request that a court or other authority called upon to decide the enforceability of this Agreement modify the Agreement so that, once modified, the Agreement will be enforceable to the maximum extent permitted by the law in existence at the time of the requested enforcement.

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MSB REVISIONS
3/10/22

16. **WAIVER.** A waiver by the City of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. No waiver shall be valid unless in writing and signed by an authorized representative of the City.

17. **MISCELLANEOUS PROVISIONS.**

(a) You agree that you will keep the terms and amounts set forth in this Agreement completely confidential and will not disclose any information concerning this Agreement's terms and amounts to any person other than your attorney, accountant or tax advisor.

(b) You represent and certify that you have carefully read and fully understand all of the provisions and effects of this Agreement, has knowingly and voluntarily entered into this Agreement freely and without coercion, and acknowledges that the City advised you to consult with an attorney prior to executing this Agreement and further advised you that, since you are over the age of forty (40), and if you sign this Release, then you have twenty-one (21) days thereafter within which to notify the City's legal counsel Donna M. Russo, Esq. of the City of Bayonne Law Department in writing that you want to revoke your acceptance of this Agreement as more specifically set forth in Paragraph 10 of this Agreement (above). The Effective Date of this Agreement is the eighth (8th) day after you sign this Release without having revoked or otherwise cancelled your acceptance of this Agreement. You are voluntarily entering into this Agreement and neither the City nor its agents, representatives, nor attorneys made any representations concerning the terms or effects of this Agreement other than those contained in the Agreement.

(c) You agree that all City-provided computer equipment, electronic files or documentation maintained on any computer or electronic device or data base of any type whatsoever, keys, phones and any and all other property, including but not limited to, all company-produced documents, training materials, manuals and any other company-issued property without limitation whatsoever has previously been returned to the City and that You or anyone on Your behalf are currently not in possession of any such items, materials or information.

18. **COMPLETE AGREEMENT.** This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to actual or potential claims arising from your employment with the Company or the termination of your employment with the City.

19. **REIMBURSEMENT.** If You or Your heirs, executors, administrators, successors or assigns (a) breaches any provision of this Agreement, or (b) attempts to challenge the enforceability of this Agreement, or (c) files a charge of discrimination, a lawsuit, or a claim of any kind for any matter released herein, you or your heirs, executors, administrators, successors or assigns shall be obligated to tender back to the City all payments made to you or them under this Agreement and to indemnify and hold harmless the City from and against all liability, costs and expenses, including attorneys' fees, arising out of said breach, challenge or action by you, your heirs, executors, administrators, successors or assigns.

MJB 02/21/22
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20. **AMENDMENT.** This Release may not be altered, amended, or modified except in writing signed by both you and the City.

21. **JOINT PARTICIPATION.** The parties hereto participated jointly in the negotiation and preparation of this Agreement, and each party has obtained the advice of legal counsel and to review and comment upon the Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one party and in favor of the other.

22. **APPLICABLE LAW.** This Release shall be governed by, and construed in accordance with, the laws of the State of New Jersey, and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue in the Superior Court of New Jersey, Hudson County.

23. **BONAMO ATTESTS.** Bonamo represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Bonamo represents and warrants that he enters into this Agreement voluntarily, of his own free will, without any pressure, undue influence or coercion from any person or entity including, but not limited to, the City and the Releasees.

24. The Parties agree not to disparage or make any negative remarks or statements about the other Party. For purposes of this Section, "disparage" shall mean any negative statement, whether written, oral, or via the internet or social media websites.

26. **REVOCATION.** Bonamo may revoke this Agreement within seven (7) days after the date this Agreement is signed by Bonamo. This revocation must take the form of written notice by Bonamo that Bonamo intends to revoke this Agreement. This revocation must be provided directly to the City c/o Donna M. Russo, Esq., Assistant City Counsel and sent both to 46 Dunbar Street, Chatham, New Jersey 07928 and to the Law Department City Hall, 630 Avenue C, Bayonne, New Jersey 07002. This seven (7) day revocation period may not be waived by Bonamo.

27. **REASONABLE PERIOD OF TIME.** Bonamo agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but Bonamo may waive this twenty-one (21) day period by signing the space provided at the end of this Agreement.

28. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between Bonamo and the City, and each of them, with respect to the subject matter and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the City to do anything other than as is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey and any litigation that may result from this Agreement or any aspect of the employment relationship between Employee and the City shall be venued in the Hudson County vicinage.

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29. **NON-PRECEDENT.** It is understood between and among the Parties hereto that the terms of this Agreement and the Agreement itself shall not be used for any purpose whatsoever and shall not be considered to establish or constitute precedent or binding practice.

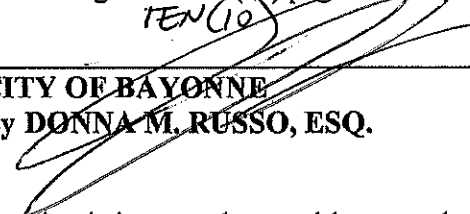
30. **MODIFICATION.** No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

31. **SEVERABILITY.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not be a part of this Agreement.

32. **EXECUTION OF RELEASE.** This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one Agreement.

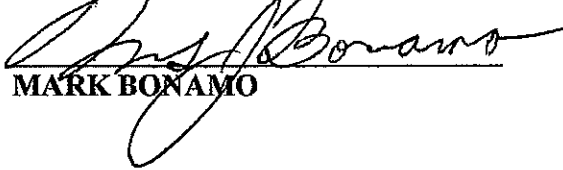
ATTENTION: PLEASE READ THIS AGREEMENT CAREFULLY AND CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING THOSE UNDER FEDERAL, STATE AND LOCAL LAWS PROHIBITING DISCRIMINATION IN EMPLOYMENT.

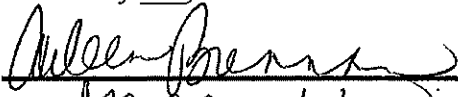
IN WITNESS WHEREOF, Donna M. Russo, Esq. of the City of Bayonne Law Department on behalf of the City of Bayonne has voluntarily signed this Separation Agreement and General Release consisting of eleven (11) pages on the date set forth above.

By: 
CITY OF BAYONNE
By DONNA M. RUSSO, ESQ.

If the foregoing is in accordance with our understanding and agreement, please sign and return the enclosed counterpart original of this Agreement, which shall evidence our binding agreement to Donna M. Russo, Esq. of the CITY OF BAYONNE LAW DEPARTMENT.

AGREED AND ACCEPTED:

By: 
MARK BONAMO

Sworn to before me this 24th day of January , 2021.

Notary Public of
My Commission Expires:

STATE OF NEW JERSEY
COUNTY OF HUDSON SS:

MTB ORIGINAL
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3/10/21

I CERTIFY that on this ____ day of January, 2021

Mark Bonamo personally came before me and acknowledged under oath, to my satisfaction, that he is the person: a) named in and personally signed this document; and, b) signed, sealed, and delivered this document as his act and deed.

By: *Mark Bonamo*
MARK BONAMO

Sworn to before me this 24th day of January __, 2021.

Aileen Brennan
attorney at law
Notary Public of
My Commission Expires:

WAIVER

By signing below, the undersigned, MARK BONAMO, hereby irrevocably elects to waive the twenty-one (21) day period referred to in Paragraph 27 in this Agreement.

ACKNOWLEDGED AND AGREED:

By: *Mark Bonamo*
MARK BONAMO

Sworn to before me this 24 day of January __, 2021.

Aileen Brennan
attorney at law
Notary Public of
My Commission Expires:
