

Note: Addendum A was updated on May 8, 2023, as follows:

26. As an update to the marketing materials, the Auction Company is advised that a portion of Hoddy Lane has been approved for ~~the construction of a home~~ [a residential building site](#). However, in order to build a home, the private road must be improved to a point beyond the parcel intended to be developed. Please refer to the "Information from Shiawassee County Department of Community Development" in the information booklet.

AGREEMENT TO PURCHASE

Date: **May 8, 2023**

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) acres of land in Shiawassee County, Michigan, as identified by reference to the same tract number(s) in the attached **Exhibit A** (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Iroquois Valley Farms, LLC ("Seller"). This offer incorporates the terms and conditions set forth herein, the Auction Tract Map & Survey Provisions attached as **Exhibit A**, the auction announcements attached as **Addendum A**, and (if Buyer so elects) the Pre-Closing Access Addendum attached as **Addendum B** (collectively, this "Agreement").

- PURCHASE PRICE.** The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
- EARNEST MONEY.** Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
- TAXES.** Taxes and special assessments that are or will be payable to the county or local unit treasurer and that are or may become a lien against any tax parcel that includes any part of the Property (collectively, "Taxes"), including all Taxes to be billed with the 2023 summer taxes ("2023 Summer Taxes"), shall be allocated as follows: (a) Buyer shall assume and pay one-half (1/2) of the 2023 Summer Taxes (to the extent attributed to the Property) and all subsequent Taxes (to the extent attributed to the Property); and (b) Seller shall pay all 2023 Summer Taxes not allocated to Buyer as provided above (unless and except to the extent assumed by one or more purchaser/s of the remainder of the parent parcel/s if this sale involves a tax parcel split), and all prior Taxes; and (c) the extent to which any Taxes are attributed to a new parcel resulting from a split shall be based on a split calculation provided by the appropriate property tax official or, if an official split calculation is not available, based on an estimated split calculation using available assessment data. At the time of closing, any unpaid Taxes that are ascertainable and payable shall be collected from the proper party(ies) (consistent with the allocation above) and paid directly to the appropriate tax collection office. If not ascertainable and payable at the time of closing, the 2023 Summer Taxes shall be estimated based on 125% of the amount billed for the 2022 Summer Taxes and the amount thus estimated shall be collected from the proper parties (consistent with the allocation above), to be held in escrow by the closing agent and applied towards payment of the 2023 Summer Taxes when billed after closing (and any shortage or surplus shall then be paid by or refunded to the proper parties, consistent with the allocation above).
- SURVEY.** A new survey shall be obtained if and only if obtained in accordance with the survey provisions of **Exhibit A**.
- DEED; TITLE INSURANCE.** The Property shall be conveyed by Warranty Deed (with customary LLC provisions, and subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard coverage ALTA owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard coverage ALTA owner's title insurance policy in accordance with the Final Title Commitment.
- PERMITTED EXCEPTIONS.** Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any of the following matters (collectively, the "Permitted Exceptions"): (a) existing roads, utilities and drains; (b) any visible or apparent use; (c) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) any easement, condition, restriction or other matter of record (except liens); (e) any outstanding right or severance as to minerals; (f) any recorded oil and gas lease (active or not); (g) a lien for property taxes or assessments not yet payable; (h) any matter disclosed in this Agreement; and/or (i) any matter (except liens) referenced or shown in the preliminary title insurance schedules and/or 2013 surveys described in Addendum A.
- CLOSING.** It is anticipated that the closing will be scheduled by mutual agreement and completed **on or before June 8, 2023**. In any event, Seller may arrange for the closing to be held on a date specified in an email or other written notice from Seller or Seller's agent to Buyer or Buyer's agent, and Buyer shall be obligated to close on the specified date if such date is not earlier than **June 8, 2023** and at least 7 days after: (a) such notice has been sent; (b) the survey (if applicable) and Final Title Commitment has/have been completed; and (c) any required township approval of tracts and/or tract divisions has been obtained. The closing shall be held at and/or administered by the office of **ATA National Title Group, LLC, 208 North Washington, Owosso, MI 48867 (Tel: 989-743-5616)**.
- POSSESSION.** Possession shall be delivered in accordance with Addendum A.
- THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**
- REMEDIES.** In the event of nonpayment or ineffective payment of the Earnest Money and/or any other nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement ("Buyer Default"), Seller shall have the right to: (a) give notice terminating Buyer's right to acquire the Property (whereupon Seller shall have the absolute right to re-sell the Property free and clear of any right or claim of Buyer); and (b) recover 10% of the purchase price as liquidated damages. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller shall recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (i) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall terminate; or (ii) at any time prior to such termination, Buyer may elect instead to seek specific performance; provided, however, if the title or title insurance does not conform to (or if Seller is otherwise unable to convey the Property in conformance with) the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, further, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for up to 30 days after receiving such notice in order to cure such nonconformity. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (A) signed by both parties (or by one party authorizing disbursement to the other); or (B) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller (or, if Buyer fails to do so, Seller shall have the right to recover, in addition to any other recovery, attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy). In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and **ANY RIGHT TO A TRIAL BY JURY IS WAIVED**.
- 1031 EXCHANGE.** If a party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. §1031, the other party(ies) shall reasonably cooperate (but shall not be required to assume or incur any additional obligation or expense).
- GENERAL PROVISIONS.** Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement shall bind and benefit the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. No party is relying upon any other statement or promise and no party shall be bound by any purported oral modification or waiver. Time is of the essence. All terms of this Agreement shall be read and construed together as a harmonious whole and, unless otherwise provided or required by the express terms of this Agreement, shall survive closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
- ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on **May 9, 2023**.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Buyer's Address: _____

Buyer's Tel: _____ Buyer's Email: _____

Deed to: _____ Lender/Contact: _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2023

ACCEPTED BY SELLER on this _____ day of May, 2023: Iroquois Valley Farms, LLC, by its duly-authorized officer(s) or agent(s):

Sign: _____

Print: _____

Office/Capacity: _____

EXHIBIT A

Buyer(s): _____

Seller: _____

Auction Tract Map & Survey Provisions

Auction Date: 5/8/2023

Pt. W2 Sec. 27-T6N-R3E & pt. NE4 Sec. 34-T6N-R3E (Shiawassee Twp.) in Shiawassee County, Michigan



Survey Provisions: A new post-auction survey of all or any part(s) of the land to be conveyed at any closing shall be obtained if and only if: (a) the conveyance will involve the creation of a new parcel; or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by the Auction Company and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but will not show interior tract boundaries.

Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Seller: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Date: May 8, 2023

Owner: Iroquois Valley Farms, LLC

Sale Manager: Kevin Jordan

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tract map is included in your Bidder's Packet as part of **Exhibit A**. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
5. The final bid(s) are subject to the Seller's acceptance or rejection. The final bid(s) may be accepted on the evening of the auction or any time the following day.

PART B - TERMS OF SALE OUTLINED:

6. An earnest money deposit is due at the close of auction in the amount of 10% of the purchase price (or 15% if you intend to begin crop farming activities prior to closing). A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.
7. The closing will be scheduled in accordance with Section 7 of the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before June 8, 2023.

8. All closings are contingent upon satisfaction of any applicable requirements under Public Act 591 and final township approval of any new parcels created by the tract divisions. Seller will have no obligation to grant further division rights under Public Act 591 in connection with any conveyance.
9. Delivery of title and possession will be effective upon completion of closing. However, Buyer may begin farming activities prior to closing in accordance with the terms and conditions of the Pre-Closing Access Addendum included in each Bidder's Packet as **Addendum B**. For pre-closing access, Buyer must deliver a signed Addendum B, an additional 5% earnest money deposit (for a total of 15%), and proof of insurance.
10. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Seller. Buyer will pay all costs of any loan obtained by Buyer.
11. As an update to the marketing materials, the 2023 summer taxes will be allocated equally (50:50) between Buyer and Seller in accordance with Section 3 of the Agreement to Purchase. Buyer will pay the 2023 winter taxes.
12. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with Section 5 of the Agreement to Purchase.
13. Preliminary title insurance schedules dated April 26, 2023 have been prepared by ATA National Title Group and posted to the auction website, along with copies of the recorded documents which are listed as exceptions. Printed copies are available to review in the auction display area.
14. Buyer agrees to accept title and acquire the property subject to all easements and other Permitted Exceptions as defined in Section 6 of the Agreement to Purchase.
15. Without limiting Section 6 of the Agreement to Purchase, Buyer agrees to accept title and acquire the property notwithstanding any of the various recorded documents identified with the exceptions listed in the preliminary title insurance schedules and notwithstanding any of the various easements and other matters disclosed and/or described in those documents. All such documents have been provided with the online and printed versions of the preliminary title insurance schedules.
16. Posted in the auction display area are copies of two surveys prepared by Landmark Surveying in 2013. One is dated April 19, 2013 and shows 186.534± total acres comprising Tracts 1, 2 and 3 (combined). The other is dated April 23, 2013 and shows 51.94± total acres comprising Tracts 4 and 5 (combined).
17. A new post-auction survey shall be obtained if and only if obtained in accordance with the survey provisions set forth in **Exhibit A**. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
18. If a new survey is obtained for any closing in accordance with the provisions of Exhibit A, the purchase price shall be adjusted proportionately to reflect any difference between the acre estimates shown in Exhibit A and the gross acres shown in the survey.

19. The acre estimates shown in Exhibit A are approximations based on: (a) the acres shown in the 2013 surveys; and (b) an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts.
20. Advertised road frontages are approximate. No warranty or authoritative representation is made as to the length of any road frontage.
21. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
22. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the consent of Seller. Upon such termination, the earnest money will be returned to Buyer and the property may be re-sold free of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
23. As an update to the marketing materials, the depiction of Prior Road has been revised in Exhibit A to show that the existing lane does not extend eastwardly from the intersection of Prior Road and Hoddy Lane.
24. The roads identified as Hoddy Lane and Prior Road are described as a private right-of-way to be maintained by the property owners according to an Agreement with the County Road Commission recorded on July 8, 1996. This Agreement and additional information from the County Department of Community Development are included in the information booklet which has been posted to the auction website. Printed copies are available to review in the auction display area.
25. Among other things, the 1996 Agreement described above contains restrictions and conditions regarding residential uses. In order to build a home, the owner must: (a) pay the cost of upgrading the right of way to the county's specifications for private roads; and (b) obtain the approval of the county zoning and planning authorities.
26. As an update to the marketing materials, the Auction Company is advised that a portion of Hoddy Lane has been approved for a residential building site. However, in order to build a home, the private road must be improved to a point beyond the parcel intended to be developed. Please refer to the "Information from Shiawassee County Department of Community Development" in the information booklet.
27. A ditch crossing will need to be installed for access to Tract 2 (unless purchased with Tract 1) and Tract 3 (unless purchased with Tracts 1 and 2). A smaller crossing or culvert may be necessary or desirable for access to Tract 4 and/or Tract 5 from Prior Road. Buyer will be solely responsible for the installation of any ditch crossing.

28. Upon completion of closing, the Buyer of Tract 3 will automatically acquire Seller's interest in the generator and water pumps (near the southwest corner of Tract 3) in AS IS condition and without warranty.
29. Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website and are available for further review in the auction display area. The information booklets include information obtained or derived from third-party sources, including soil maps, topography maps, wetlands maps, flood zone maps, 2013 surveys, FSA information, county tax parcel data and property tax information, private road information, and an earlier version of the preliminary title insurance schedules. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
30. The preliminary title insurance schedules were revised during the marketing period. An earlier version referred to a Farmland Development Rights Agreement recorded in 2016. This agreement expired on December 31, 2020 and the title company has confirmed there is no recapture lien.
31. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
32. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase, Exhibit A and this Addendum A (and also Addendum B, if Buyer so elects). The terms of these documents are non-negotiable.
33. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Seller.
34. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

ADDENDUM B
PRE-CLOSING ACCESS ADDENDUM

(Applies only if Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned Iroquois Valley Farms, LLC ("Seller") the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Shiawassee County, Michigan and put up for bids at the public auction conducted on May 8, 2023.

1. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property for the sole and limited purpose of conducting Authorized Activities on that part of the Property now comprised of tilled cropland (within existing field lines), subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to normal crop farming activities (within existing field lines), including soil testing, fertilizer application, tillage and/or otherwise preparing for and/or planting the Spring 2023 crop, whether conducted by Buyer or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s). Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (a) conduct or permit any activities on the Property other than the Authorized Activities; or (b) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
3. **Additional Earnest Money.** Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 5% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
4. **Risk of Loss; Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
5. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Seller with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
6. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
7. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
8. **Prospective Tenants; Third Parties.** Buyer has no right to lease the Property prior to Closing. However, Buyer may permit a prospective tenant or other third party to conduct Authorized Activities on behalf of Buyer prior to Closing. Buyer shall notify any such prospective tenant or third party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Property pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such prospective tenant or third party.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

SELLER: IROQUOIS VALLEY FARMS, LLC, by its duly-authorized officer(s) or agent(s):

Signature(s): _____ Date: _____

Printed Name(s): _____