

ATTORNEY GENERAL OF THE STATE OF NEW YORK

In the Matter of

Harold Levinson Associates, Inc.

ASSURANCE OF COMPLIANCE

Pursuant to New York Executive Law § 63(12), ELIOT SPITZER, Attorney General of the State of New York (“Attorney General”), has made an inquiry into certain practices of cigarette stamp agents in New York State, including their sale to entities that sell untaxed cigarettes via the Internet, telephone, mail order or fax. The Attorney General has contacted those agents, and Harold Levinson Associates, Inc. (“HLA”) has responded to the Attorney General’s communication and sought to resolve its concerns. As a result of the Attorney General’s inquiry and HLA’s response, the Attorney General and HLA have entered into this Assurance of Compliance as set forth below.

Background

1. HLA is a corporation, organized and existing under the laws of the State of New York, with its principal place of business located at 21 Banfi Plaza, Farmingdale, New York 11735.
2. HLA is a licensed stamping agent and wholesale dealer of cigarettes, and in the regular course of its business sells cigarettes to wholesalers and retail dealers located in the State of New York.

3. Under New York State law, all cigarettes sold in state are subject to a \$1.50 per pack State excise tax, except in certain specifically delineated, exceptional circumstances. The tax is paid in the first instance by a licensed cigarette stamping agent, who purchases stamps to reflect such payment. The agent then affixes those stamps to cigarettes sold to wholesale or retail dealers, from whom the agent recoups its tax outlay. New York Tax Law §§ 472-73.

4. New York Tax Law, and regulations promulgated pursuant to it, set forth certain specific, and limited, exceptions from the cigarette tax for in-state sales. These are: sales to the United States or a voluntary, unincorporated organization of the armed forces; sales to diplomatic missions, diplomatic personnel and the United Nations; sales to the State of New York; and sales to “any other persons under any circumstances in which the State is without power by reason of the United States Constitution and any laws enacted pursuant thereto.” 20 NYCRR § 76.1. Sales to out-of-state purchasers by stamping agents are also exempt, but only if the cigarettes are immediately moved outside New York State and are not to be resold into New York State. 20 NYCRR § 76.3.

5. On exempt sales, the agent does not pay tax, and does not affix a stamp to the cigarettes sold. New York law prohibits a licensed agent from selling unstamped cigarettes, unless that sale falls within one of the delineated exemptions. 20 NYCRR § 74.4.

6. All cigarettes sold in New York are presumed to be subject to tax unless the purchaser presents the seller of the cigarettes with documentation supporting the exemption. 20 NYCRR § 76.1. A seller may be liable for failure to collect taxes from a purchaser unless it accepts such documentation in “good faith.” *Id.* Similarly, when an agent sells unstamped cigarettes to a person who will resell them out-of-state, the agent must obtain a certification from the seller,

indicating that the cigarettes will be removed from New York State and not returned for resale. 20 NYCRR § 76.3.

7. The general exemption for sales that the State does not have the power to tax precludes New York State from taxing sales made on a recognized Indian reservation by an Indian nation, tribe or a member thereof to a resident member of the nation or tribe. All sales made by an Indian nation, tribe or member thereof to any non-member within New York State, however, are subject to tax pursuant to the provisions of the New York State Tax Law.

8. New York law prohibits agents from assisting in violations of law. Licensed agents may not knowingly aid and abet the violation of any cigarette tax provision, and a violation of this prohibition can result in the loss of the agent's license. 20 NYCRR § 71.6(b)(1)(iii).

9. On March 1, 2006, N.Y. Tax Law § 471-e shall go into effect. That provision will bar the sale of any unstamped cigarettes to Indian nations, tribes or members thereof. Nations, tribes or members thereof wishing to sell cigarettes to other members without tax and for their own consumption will provide the cigarette stamping agent with coupons issued by the State for this purpose, and will be able to obtain a corresponding amount of cigarettes without the tax included in the purchase price. The agent, in turn, may redeem the coupons with New York State to obtain a refund of its own tax payments.

10. It is the position of the Attorney General that tobacco retailers who sell cigarettes via the Internet, fax, phone or mail order routinely violate numerous provisions of New York and federal law:

- a. Many Internet, fax, phone and mail order cigarette retailers routinely sell untaxed cigarettes to the general public, in the absence of a valid exemption.

This violates the provisions set forth above, as well as Tax Law § 1814, which prohibits any person from attempting to “evade or defeat” state cigarette and tobacco product taxes.

- b. Many such retailers routinely sell cigarettes to individuals under the age of 18 without valid proof of identification, in violation of Public Health Law § 1399-cc. That statute provides that tobacco retailers may not sell tobacco products to any person unless the purchaser has demonstrated, through a governmental or educational photographic identification card, that he or she is at least 18 years of age, except that such identification is not required if the purchaser reasonably appears to be at least 25 years of age. In addition, Penal Law § 260.21 prohibits any person from selling tobacco products to children.
- c. Many Internet, fax, phone and mail order cigarette retailers routinely ship cigarettes directly to New York residents in violation of Public Health Law §1399-ll. That statute makes it unlawful for a person engaged in the business of selling cigarettes to ship or cause to be shipped any cigarettes to any person who is not: (1) a licensed cigarette tax agent or wholesale dealer, or a registered retail dealer; (2) an export warehouse proprietor; or (3) a government officer, employee or agent acting in accordance with his or her official duties.
- d. Many Internet, fax, phone and mail order cigarette retailers do not comply with 15 U.S.C. § 376 (the “Jenkins Act”) which provides that any person who sells cigarettes in interstate commerce must file certain documents with the tobacco tax administrator of the state into which such cigarettes are sold.

- e. Many Internet, fax, phone and mail order retailers sell cigarettes that do not meet the fire safety standards established by New York Law § 156-c, and the regulations promulgated pursuant thereto.
- f. Many websites openly flout the above provisions, stating explicitly that they sell cigarettes “tax-free,” or offering to ship cigarettes to New York residents in direct violation of law.

11. A number of licensed stamping agents have sold unstamped cigarettes to retailers who (a) resell them in violation of law to New York residents through websites, fax, phone, mail order, and retail outlets; (b) sell to individuals under 18 without proper identification; and (c) ship cigarettes directly to New York residents.

12. On April 20, 2005, the Attorney General wrote to all cigarette tax stamping agents licensed by New York, asking that they cease sales of cigarettes to purchasers who resell them over the Internet or via mail order to New York residents. In addition, in subsequent discussions with HLA and other stamping agents, the Attorney General has raised concerns about other practices engaged in by the sellers of unstamped cigarettes. HLA has voluntarily agreed to enter into this Assurance of Compliance (“Assurance”) to address the concerns raised by the Attorney General.

Agreement

WHEREAS, the Attorney General of New York deems the sale of cigarettes over the Internet, and the sale of untaxed cigarettes to non-exempt purchasers to pose a risk to New York’s public health and finances, and to the enforcement of its laws; and

WHEREAS, HLA agrees to address the concerns raised by the Attorney General's April 20, 2005 letter, and to enter into this Assurance and implement policies consistent with its terms; and

WHEREAS, the Attorney General accepts the following assurances pursuant to Executive Law § 63(15) to address and resolve fully and finally the issues concerning Remote Sales of Cigarettes, and the sale of Unstamped Cigarettes to Non Exempt Persons that were the subject of his inquiry and April 20, 2005 letter, as set forth in this Assurance;

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

A. Definitions

13. In addition to the terms defined throughout this Assurance, the following terms shall have the meanings indicated for purposes of this Assurance:

- A. "Agent" shall have the meaning set forth in N.Y. Tax Law § 470(11).
- B. "Attorney General" shall mean the New York State Department of Law.
- C. "Cigarettes" shall have the meaning set forth in N.Y. Tax Law § 470(1).
- D. "Independent Compliance Officer" shall mean the Independent Compliance Officer established under section G of this Assurance.
- E. "Effective Date" shall mean and refer to the date on which this Assurance is fully and completely executed by the parties.
- F. "Exempt Purchaser" shall mean any purchaser who falls within the exemptions set forth in paragraph 4 of this Assurance.
- G. "Non-Exempt Purchaser" shall mean any purchaser who does not fall within the exemptions set forth in paragraph 4 of this Assurance.

- H. “Non-Fire-Safe Cigarettes” shall mean Cigarettes that have not been certified for compliance with the fire safety standards set forth in New York Exec. Law § 156-c and the regulations issued pursuant thereto.
- I. “Out-of-State Purchaser” means any purchaser who is not within New York State.
- J. “Person” means any individual, partnership, corporation, tribe, or other legal, governmental or business entity.
- K. “Remote Sales” means any sales where delivery of the Cigarettes is made to a consumer in a manner other than in a face-to-face transaction, including sales made by Internet, mail order, phone or fax, whether made directly, through any Person, intermediary, or purchaser of Cigarettes.
- L. “Tobacco Product” shall have the same meaning set forth in Public Health Law § 1399-aa(5).
- M. “Unstamped Cigarettes” shall have the same meaning set forth in New York Tax Law §470(13).

B. General Restrictions

____ 14. HLA agrees not to knowingly sell Unstamped Cigarettes to any person located in New York State unless it receives, in advance of the first sale it makes following the Effective Date and every year thereafter, a signed and notarized copy of the form set forth in Exhibit A from the intended purchaser of those Cigarettes. These completed forms will be maintained for a period of five years and will be made available, on request, to the Attorney General or other government enforcement agency.

15. HLA agrees not to knowingly sell Cigarettes to any Person that it knows is engaging in unlawful Remote Sales to persons located in New York State.

16. For purposes of this Assurance, it shall be *prima facie* evidence of HLA's knowledge under paragraph 15 if :

- a. The purchaser has an Internet site that has been identified by the Attorney General or Compliance Officer, or has otherwise been identified, as being owned or operated by a purchaser of HLA Cigarettes, and does not explicitly and conspicuously state that it will not ship cigarettes to New York State residents; or
- b. The Attorney General, another governmental entity, or the Independent Compliance Officer has notified HLA, in writing, that the purchaser is making or has made Remote Sales to New York residents.

17. HLA agrees not to sell Unstamped Cigarettes to any Person that it knows is selling those Cigarettes to New York purchasers who are Non-Exempt Purchasers.

18. HLA shall not sell Unstamped Cigarettes to any Out-of-State Purchaser if it knows that the Purchaser is selling Unstamped Cigarettes to Non-Exempt Purchasers residing in New York.

19. For purposes of this Assurance, it shall be *prima facie* evidence of HLA's knowledge under paragraph 17 or 18 if:

- a. The Purchaser sells through any website or through any published advertising that has been identified as not explicitly stating that it will not make sales to non-exempt New York residents;

- b. The Purchaser refuses to execute the form annexed hereto as Exhibit A; or
- c. The Attorney General, another governmental entity or the Independent Compliance Officer has notified HLA, in writing, that the purchaser is selling to non-exempt New York residents.

20. HLA shall not sell Non-Fire-Safe Cigarettes to any Person within New York State.

21. On March 1, 2006, Tax Law § 471-e is scheduled to go into effect. In the event that Tax Law § 471-e goes into effect as scheduled, HLA shall not sell Unstamped Cigarettes to any Indian Nation, Tribe or member thereof. In the event that the New York State Legislature repeals or amends Tax Law § 471-e in a manner that permits the sale of Unstamped Cigarettes to Indian nations, tribes or members thereof after March 1, 2006, then HLA and the Attorney General shall meet to discuss whether any changes or alterations to this Assurance are warranted. If no agreement can be reached, then HLA shall have the right to void the restrictions set forth in this paragraph upon thirty (30) days written notice sent to the Attorney General after such meeting; provided, however, that such notice shall not affect HLA's obligations to comply with any of the other provisions set forth in this Assurance.

C. Identification of and Notifications to Customers

22. Within ten (10) days after the Effective Date, HLA shall correspond in writing with its customers, indicating that HLA will no longer sell to purchasers who make Remote Sales of Cigarettes to New York residents, or who sell Unstamped Cigarettes to Non-Exempt Purchasers in violation of the above.

23. HLA will further notify its customers that it will not sell Unstamped Cigarettes to any entity that does not provide the documents required by paragraph 14 in advance of its first purchase following the Effective Date, and every year thereafter.

24. Whenever HLA knows that a customer has made Remote Sales of Cigarettes to New York residents, or has otherwise sold Unstamped Cigarettes to Non-Exempt Purchasers after the Effective Date, HLA shall immediately send such customer a written communication stating that HLA does not sell to purchasers who make Remote Sales of Cigarettes to New York residents, or who sell Unstamped Cigarettes to purchasers who are not exempt from taxation. HLA shall immediately cease sales to any such entity, and shall send a copy of each such communication to the Attorney General.

25. Before selling Unstamped Cigarettes to a new customer, or selling Cigarettes to any new customer covered by Tax Law § 471-e, HLA shall communicate with the Independent Compliance Officer (with notice to the Attorney General) to determine whether such potential customer makes Remote Sales of Cigarettes to New York residents. If HLA sells to a new customer, it shall provide that customer, prior to its first purchase, the notification required by paragraph 22.

26. HLA shall send the Attorney General a copy of each communication to customers required by this Assurance, and any response(s) it receives thereto, within five (5) business days of transmittal or receipt.

27. If the Attorney General or any other governmental authority notifies HLA in writing that any Person is or may be making Remote Sales of cigarettes to New York residents, or is or may be selling Unstamped Cigarettes to Non-Exempt Purchasers, HLA shall immediately

send such purchaser a written communication stating that HLA does not sell to purchasers who make Remote Sales of Cigarettes to New York residents, or who sell Unstamped Cigarettes to purchasers who are not exempt from taxation. HLA shall immediately cease sales to such entity, and shall send a copy of each such communication to the Attorney General.

D. Personnel Notifications and Training

28. Within ten (10) days after the Effective Date, HLA shall provide the Attorney General with a designated contact person at HLA to whom the Attorney General or any other governmental authority can provide information relating to individuals or businesses that are believed to be making Remote Sales of Cigarettes to New York residents, or otherwise may be selling Unstamped Cigarettes to Non-Exempt Purchasers.

29. Within ten (10) days after the Effective Date, HLA shall issue a written communication to all relevant HLA personnel (whether employees, independent contractors or entities that sell on HLA's behalf), including all sales personnel whose potential sales area includes New York State, requiring such personnel to comply with the prohibitions contained in this Assurance. HLA shall provide such written communication to all new relevant personnel. Copies of all such communications shall be sent to the Attorney General.

E. Access to Information

30. All communications submitted to the Attorney General pursuant to this Assurance shall be sent to the attention of:

David Weinstein
Assistant Attorney General
Office of the Attorney General
Agency Building 2
9th Floor
Albany, NY 12224

31. Within ten (10) days after the Effective Date, HLA shall furnish the Attorney General (and immediately after its retention, the Independent Compliance Officer) with information sufficient to identify the name, business address and contact person for any person who has purchased Unstamped Cigarettes from HLA in the past year, as well as the most recent invoice for all such purchasers, and any other information that the Attorney General shall request. HLA shall furnish this information to the Attorney General for every new purchaser of Unstamped Cigarettes, within ten (10) days of the first sale of Unstamped Cigarettes made to that purchaser.

32. Within ten (10) business days of receipt of a formal written request, HLA shall provide the Attorney General and the Independent Compliance Officer with access to any information in its possession relating to any customer, as well as access to relevant information relating to HLA's compliance with the terms of this Assurance.

33. HLA shall retain (a) the information required to be collected pursuant to this Assurance, and (b) any information relating to HLA's compliance with this Assurance, for a period of not less than five (5) years. Nothing in this Assurance shall preclude the Attorney General from seeking from HLA information (a) relevant to any potential violations of law, (b) relevant to HLA's compliance with this Assurance, or (c) otherwise within the Attorney General's authority, by any method authorized by law.

F. Affidavit of Compliance

34. Within sixty (60) days after the Effective Date, and every year thereafter, an HLA owner, director or managing agent shall file an affidavit with the Attorney General verifying that HLA is in full compliance with all of the terms of this Assurance and setting forth the details of all compliance measures undertaken by HLA pursuant to the terms hereof, with specific reference to the sections of this Assurance. Such affidavit shall incorporate by reference and include as attachments sufficient documents reasonably necessary for the Attorney General to determine whether HLA has complied with this Assurance.

G. Independent Compliance Officer

35. Within thirty (30) days of the Effective Date, HLA shall retain an Independent Compliance Officer, which shall be a Person that provides corporate compliance monitoring services as part of its regular business activities. The Independent Compliance Officer shall be selected by HLA, subject to approval by the Attorney General, and shall report to and undertake such tasks as shall be determined by the Attorney General.

36. The Independent Compliance Officer shall monitor compliance with the terms of this Agreement. It shall investigate the compliance of HLA and its purchasers with this agreement and the legal provisions cited herein, including whether such purchasers are violating these provisions under another name, or through any third party.

37. The Independent Compliance Officer shall take any steps reasonably necessary to determine compliance with this Assurance or to identify whether any HLA purchaser is making Remote Sales if a) it believes it necessary to determine compliance with this Assurance; or b) it is

requested to do so by the Attorney General. HLA shall provide any assistance requested by the Independent Compliance Officer in fulfilling its duties. These steps may include, but not be limited to, the following:

- a. Conducting regular Internet searches on each of HLA's customers, at intervals of no less than 90 days;
- b. Making controlled buys from Remote Sellers to determine if sales were made or are being made in violation of any law, regulation, or this Assurance;
- c. Using whatever databases and other investigative means are at its disposal to determine if any purchaser of HLA cigarettes is making Remote Sales under another name, or through any other Person or Persons; or
- d. Using reasonable methods, including any of the above that are applicable, to determine if any new purchaser of HLA cigarettes is making Remote Sales.

38. The Independent Compliance Officer shall give notice to HLA, in writing, of any violation of these provisions, with a copy to the Attorney General. Notwithstanding any other provision of this Assurance, the Attorney General shall retain complete discretion to instruct HLA not to take any action in response to information provided by the Independent Compliance Officer, even if such action otherwise would be required by the terms of this Assurance, and HLA's compliance with the Attorney General's instruction shall not constitute a violation of any provision of this Assurance.

39. HLA shall fully cooperate with the Independent Compliance Officer, and shall provide the Independent Compliance Officer with such information as the Independent Compliance Officer deems necessary to carry out its responsibilities under this agreement.

40. HLA shall pay the Independent Compliance Officer's reasonable expenses and compensation.

41. Any other licensed agent who wishes to retain the services of the Independent Compliance Officer for the purposes set forth in this Assurance may do so with the consent of the Attorney General. The parties shall in good faith renegotiate HLA's financial obligation under this provision to reflect any change in HLA's share of the Independent Compliance Officer's costs, should any other party, pursuant to agreement or court order, be compelled to contribute to payment of the Independent Compliance Officer.

42. If the Independent Compliance Officer is retained by two or more Persons (the "Participating Persons"), the Participating Persons shall not have any communications concerning: a) the Independent Compliance Officer; b) any information they have provided to or received from the Independent Compliance Officer; or c) any action the Independent Compliance Officer has or may take.

43. The Independent Compliance Officer shall not provide any Participating Person with any information or communication it has received from another Participating Person. Nothing in this provision shall prevent the Independent Compliance Officer from using information it has obtained in the course of any of its investigations in making any determination required of it by this Assurance.

44. The Independent Compliance Officer shall prepare a written report to the Attorney General on a quarterly basis, listing: 1) the work it has performed under paragraph 41 of this assurance; 2) any purchasers from a Participating Person it has determined to be making Remote Sales; and 3) any other information it believes would be helpful to the Attorney General in

enforcing this Assurance. The Attorney General may reject any decision made by the Independent Compliance Officer, and the ruling of the Attorney General shall be binding.

H. Other Provisions

45. HLA shall pay to the State of New York a stipulated penalty of \$1,000 for each and every violation of this Assurance, other than a violation of Paragraphs 15, 17, 18, 20, and 21, occurring after the Effective Date. HLA shall pay to the State of New York a stipulated penalty of \$17 for each and every carton of cigarettes sold in violation of Paragraphs 15, 17, 18, 20, and 21 of this Assurance occurring after the Effective Date. Notwithstanding the provisions of this paragraph, no penalty shall be imposed if HLA establishes to the reasonable satisfaction of the Attorney General that the violation: (a) was inadvertent and unintentional; (b) HLA had procedures in place to prevent the violation; and (c) the violation was an isolated incident which was not repeated and is not likely to be repeated. HLA shall be given a reasonable opportunity to make such demonstration prior to the imposition of any penalty. Should HLA do so to the satisfaction of the Attorney General, its violation shall not be counted towards any sanction under this provision.

46. HLA concedes that its violation of this Assurance on five (5) separate occasions arising from distinct transactions, and HLA's receipt of notice of each such violation within a thirty-six month period, where each such violation results in the imposition of penalties, shall constitute sufficient grounds for the termination of its license as a Cigarette stamping Agent in New York. Nothing in this provision: (a) shall prevent HLA from challenging, in any proceeding

for license revocation, the factual basis for any such violation; or (b) prevent the State of New York from seeking to terminate HLA's license on any basis permitted by law.

I. Miscellaneous Provisions

47. The acceptance of this Assurance by the Attorney General shall not be deemed or construed as a condonation, ratification or approval by the Attorney General of any of the activities of HLA its officers, directors, employees, assignees and any individual, corporation, subsidiary, or division through which HLA has acted, or may now or hereinafter act, or of any successors in interest; and none of the parties shall make any representation to the contrary.

48. Nothing in this Assurance shall be construed to provide that any conduct prohibited by it will or would be permissible under any state or federal law in the absence of, or upon the expiration of, the term of this Assurance.

49. HLA's entry into this Assurance shall not be construed as an admission by HLA of any violation of law or liability, or of any wrongdoing by HLA or any of its agents.

50. This Assurance constitutes the entire agreement between the Attorney General and HLA pertaining to its subject matter, represents a voluntary agreement and full and final settlement of the parties' civil claims and defenses by the Attorney General as to the matters addressed in this Assurance, and was entered into as a result of arm's length negotiations in which all parties were represented by counsel. The agreements contained herein are made without reliance upon any inducement, statement, promise or representation, other than those expressly contained in this Assurance.

51. As set forth in Executive Law § 63(15), evidence of any violation of this Assurance shall constitute *prima facie* proof of a violation of the applicable statutes in any civil action or proceeding hereafter commenced by the Attorney General.

52. This Assurance shall be binding on and apply to HLA, its officers, directors, employees, affiliates, and assigns, and any individual, corporation, subsidiary or division through which HLA may now or hereinafter act, as well as any successors in interest.

53. HLA recognizes that the Attorney General has an ongoing investigation into Remote Sales of Cigarettes, and of the sale of Unstamped Cigarettes to Non-Exempt Purchasers. HLA agrees to fully cooperate with the Attorney General in this investigation, without waiving any privileges or rights it may have under law.

54. The rights and remedies in this Assurance are cumulative and in addition to any other statutory or other rights that the Attorney General may have at law or equity. Nothing in this Assurance shall preclude any other government official or entity from enforcing the provisions of any law or regulation with respect to any matter covered by this Assurance.

55. This Assurance shall not grant any rights or privileges to any person or entity who is not a party to this agreement, nor shall this Assurance affect or limit in any way the rights of any such third party.

56. This Assurance may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by the parties or their authorized representatives.

57. This Assurance may be executed in telecopied counterparts, each of which will constitute an original but all of which taken together shall constitute one and the same document.

58. The individuals executing this Assurance represent that they have full and complete authority to sign this document and to bind their respective parties to all the terms and conditions set forth herein.

WHEREFORE, the following signatures are affixed hereto effective this _____ day of November, 2005.

ELIOT SPITZER
Attorney General of the State
of New York

Harold Levinson Associates, Inc.

By: _____
David Weinstein
Assistant Attorney General

By: _____
Edward Berro
President

Andrew Lankler, Esq.
Lankler & Carragher, LLP
Attorneys for Harold Levinson Associates

Exhibit A
CERTIFICATION

I, _____, a duly authorized representative of
_____ (“Purchaser”), do hereby certify under penalty of perjury
as follows:

The Purchaser is purchasing cigarettes from HLA Corp. without a tax stamp. Purchaser does not and will not sell cigarettes over the Internet or by mail, fax or telephone to purchasers located in the State of New York, nor will it sell cigarettes to any entity that it knows will sell cigarettes over the Internet or by mail, fax or telephone to purchasers located in the State of New York. The Purchaser is legally entitled to purchase these cigarettes in accordance with 20 NYCRR 76.1.

Purchaser recognizes and agrees that copies of this form may be provided to any federal, state or local governmental or law enforcement officer or agency.

By : _____

Name :

Title :

Company :

Customer # :

Bill to Address:

Ship-to Address:

Sworn and subscribed to before me
this ___ day of _____

Notary Public