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KAREN ELLISON, RECORDER

APNs 1318-15-802-010 and 009
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, NV 89449
Attn: Wendy Jepson

Affirmation Statement: I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

THIS SPACE RESERVED FOR RECORDER ONLY

TAHOE REGIONAL PLANNING AGENCY APPROVAL OF "CONFIRMATION OF PARKING AND ACCESS EASEMENT AGREEMENT AND AMENDED AND RESTATED DEED RESTRICTION"

WHEREAS, ROUND HILL SC, LLC, a Nevada limited liability company ("RHSC") as to an undivided 41% interest, DAVIDSON RETAIL I, LLC, a Nevada limited liability company ("Davidson I") as to an undivided 15.259% interest, and DAVIDSON RETAIL II, LLC, a Nevada limited liability company ("Davidson II") as to an undivided 43.741% interest, together as tenants in common (collectively, "Declarant") recorded a document entitled AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONCERNING PROVIDING OFFSITE PARKING TO AN ADJACENT OWNER FOR THE BENEFIT OF TAHOE REGIONAL PLANNING AGENCY ("AMENDED AND RESTATED DEED RESTRICTION") wherein such document was recorded in the official records of the Douglas County, Nevada Recorder as Document No. 2019-939459 on 12/12/2019.

WHEREAS, the Tahoe Regional Planning Agency ("TRPA") approved that Amended and Restated Deed Restriction, and such approval is set forth on Page 7 of 7 of that document itself.

WHEREAS, in a recital, the Amended and Restated Deed Restriction stated that WERBO 1500 LLC, a Nevada limited liability company was owner of certain real property located at 195 U.S. Highway 50 in Zephyr Cove, Nevada, APN 1318-15-802-009, and more particularly described in Exhibit B of the Amended and Restated Deed Restriction ("WERBO Property"). However, as of that date, record title to the WERBO Property was not held by WERBO 1500 LLC, a Nevada limited liability company, but rather by WERBO 1500, LLC, a California limited liability company. Since that time, however, by virtue of a Deed recorded as Douglas County, Nevada Recorder Document No. 2020-940481 on 01/03/2020 and (re-recorded as Document No. 2020-940828 on 01/13/2020 to correct the Assessor's Parcel Number), WERBO 1500, LLC, a Nevada limited liability company has acquired record title.

WHEREAS, Declarant and WERBO 1500, LLC, a Nevada limited liability company executed and recorded a "PARKING AND ACCESS EASEMENT AGREEMENT", (Douglas County, Nevada Recorder Document No. 2019-939460 recorded on 12/12/2019), which replaced an older "PARKING EASEMENT" (Douglas County, Nevada Recorder Document No. 54415 recorded on 3/17/1981), however, the Parking and Access Easement Agreement identified WERBO 1500, LLC, a Nevada limited liability company as owner of the WERBO Property at a time it had not yet held record title, but which it now holds by virtue of the deed described above. TRPA had also approved of that document.

WHEREAS, Declarants and WERBO 1500, LLC, a Nevada limited liability company have negotiated a document which, when executed, will confirm the viability of the Amended and Restated Deed Restriction and related Parking and Access Easement Agreement. That document is attached hereto as Exhibit A ("Confirmation") and also contains legal descriptions for the affected properties in exhibits thereto.

NOW, THEREFORE, TRPA hereby agrees and declares as follows:

1. TRPA hereby approves of the Confirmation. The approval as set forth by the Tahoe Regional Planning Agency on Page 7 of 7 of the Amended and Restated Deed Restriction is hereby confirmed and ratified as of the date below notwithstanding the identification of WERBO 1500, LLC, a Nevada limited liability company as owner at a time when it did not yet have record ownership.
2. This shall constitute prior express written consent to allow the Amended and Restated Deed Restriction, PARKING AND ACCESS EASEMENT AGREEMENT, and the Confirmation and all terms of all such documents to be fully effective, as required by the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONCERNING PROVIDING OFFSITE PARKING TO AN ADJACENT OWNER FOR THE BENEFIT OF TAHOE REGIONAL PLANNING AGENCY ("Deed Restriction") recorded in the official records of Douglas County, Nevada Recorder as Document No. 0415725 on 6/23/1997, and to the extent the Parking Easement and/or Deed Restriction are modified, amended, terminated, changed, and/or revoked according to the terms of the first three (3) documents (or one or more of them) listed in this Paragraph 2, this constitutes prior written consent for same.

[SIGNATURE CONTAINED ON FOLLOWING PAGE.]

Dated: 1/15/2020

TAHOE REGIONAL PLANNING AGENCY

By: Wendy Jepson
Wendy Jepson
Current Planning Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

On JANUARY 15, 2020, before me, TRACY CAMPBELL, a notary public, personally appeared WENDY JEPSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tracy Campbell (Seal)



COPY

EXHIBIT A

APNs 1318-15-802-010 and 009
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Kara L. Thiel
Feldman Thiel LLP
P.O. Box 1309
Zephyr Cove, NV 89448

With Copy to:

Cassell von Baeyer, Esq.
Incline Law Group, LLP
264 Village Blvd., Suite 104,
Incline Village, NV 89451

Affirmation Statement: I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

THIS SPACE RESERVED FOR RECORDER ONLY

CONFIRMATION OF PARKING AND ACCESS EASEMENT AGREEMENT AND AMENDED AND RESTATED DEED RESTRICTION

This Confirmation of Parking and Access Easement Agreement and Amended and Restated Deed Restriction ("**Confirmation**") is made this _____ day of _____ 20____ ("Effective Date"), by and between ROUND HILL SC, LLC, a Nevada limited liability company ("**RHSC**") as to an undivided 41% interest, DAVIDSON RETAIL I, LLC, a Nevada limited liability company ("**Davidson I**") as to an undivided 15.259% interest, and DAVIDSON RETAIL II, LLC, a Nevada limited liability company ("**Davidson II**") as to an undivided 43.741% interest, together as tenants in common, on the one hand (collectively, "**Grantor**"), and WERBO 1500, LLC, a Nevada limited liability company ("**Grantee**"), on the other hand. Grantor and Grantee may be referred to hereinafter as, collectively, the "Parties" or, individually, a "Party."

RECITALS

WHEREAS, Grantor (as owner of the real property in Douglas County, Nevada described in Exhibit A hereto) and Grantee are parties and signatories to that certain document entitled "Parking and Access Easement Agreement" ("Original Agreement") recorded in the official records of the Douglas County, Nevada Recorder as Document No. 2019-939460 on 12/12/2019.

WHEREAS at the time of execution and recording the Original Agreement, Grantee had not yet become owner of record title to certain real property identified in the Original Agreement described as 195 U. S. Highway 50, Zephyr Cove, Douglas County, Nevada, APN

1318-15-802-009 (“195 Hwy. 50”) and further described in Exhibit B to the Original Agreement (and in Exhibit B hereto), (record title was then held by WERBO 1500, LLC, a California limited liability company, rather than WERBO 1500, LLC, a Nevada limited liability company).

WHEREAS, Grantee has subsequently acquired record title to 195 Hwy. 50, as evidenced by that certain Grant, Bargain Sale Deed recorded in the official records of the Douglas County, Nevada Recorder as Document No. 2020-940481 on 01/03/2020 and re-recorded as Document No. 2020-940828 on 01/13/2020 to correct the Assessor’s Parcel Number.

WHEREAS, Grantor and Grantee wish to confirm that the Original Agreement is of full effect.

WHEREAS, Grantor was also a signatory to that certain document entitled AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CONCERNING PROVIDING OFFSITE PARKING TO AN ADJACENT OWNER FOR THE BENEFIT OF TAHOE REGIONAL PLANNING AGENCY (“Amended and Restated Deed Restriction”) recorded in the official records of Douglas County, Nevada Recorder as Document No. 2019-939459 on 12/12/2019, and said document identified Grantee as owner of 195 U.S. Highway 50, Zephyr Cove, Douglas County, Nevada at a time it did not hold record title.

WHEREAS, Grantor also wishes to confirm the Amended and Restated Deed Restriction is of full effect following approval of same by Tahoe Regional Planning Agency, as evidenced by TAHOE REGIONAL PLANNING AGENCY APPROVAL OF “CONFIRMATION OF PARKING AND ACCESS EASEMENT AGREEMENT AND AMENDED AND RESTATED DEED RESTRICTION”, Douglas County, Nevada Recorder Document No. _____ recorded on _____.

NOW THEREFORE, in exchange for payment of Ten Dollars (\$10.00) by Grantee to Grantor and other good and valuable consideration, receipt of which is hereby acknowledged the Parties hereby agree as follows:

1. The Original Agreement (and all terms, except that the above Effective Date rather than original Effective Date shall be applicable) is hereby agreed and declared to be fully effective, valid and enforceable, notwithstanding the fact that Grantee was not yet record owner of 195 Hwy. 50 at the time the Original Agreement was executed and recorded.
2. The Original Agreement (and all terms, except that the above Effective Date rather than original Effective Date shall be applicable) is hereby confirmed, ratified, and incorporated by reference and repeated as if set forth in full herein. All signatories to the Original Agreement hereby agree that they, their successors, heirs and assigns shall be bound by all terms of the Original Agreement, as set forth in further detail in that Original Agreement. Without limiting any other provision, all easements and other terms set forth in the Original Agreement are and shall be in effect and enforceable.

For any necessary clarification, to the extent the Original Agreement was already fully valid and enforceable without execution of this Confirmation, this Confirmation shall not create any duplicate rights or duplicate obligations. Without limiting any other provision, Grantor hereby grants Grantee non-exclusive easements for forty (40) vehicle parking spaces and access to and from such spaces over and on the property described in Exhibit A for the benefit of the property described in Exhibit B, and as further described in the Original Agreement, but for illustration, the 40 vehicular parking spaces and obligation to pay for same in the Original Agreement shall in no event be increased to 80.

3. Grantor agrees and declares the Amended and Restated Deed Restriction is also fully effective, valid and enforceable notwithstanding the fact that Grantee was not yet record owner of 195 U.S. Highway 50, Zephyr Cove, Nevada at the time the Amended and Restated Deed Restriction was executed and recorded. Grantor hereby confirms, ratifies and incorporates by reference and repeats the Amended and Restated Deed Restriction and all its terms (except that the above Effective Date rather than original Effective Date shall be applicable) as if set forth in full herein.
4. As additional clarification of the Original Agreement, the parties confirm that all three (3) entities constituting "Grantor" executed the Original Agreement, including Davidson I, and Davidson II, notwithstanding the statement below Paragraph 18 that it "has been executed by RHSC and Grantee", and such should be considered corrected and revised accordingly.
5. The foregoing provisions are in effect and made effective as of the Effective Date set forth above.
6. This Confirmation may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Confirmation.

IN WITNESS WHEREOF, this instrument has been executed by Grantor and Grantee as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES.]

GRANTOR:

ROUND HILL SC, LLC,
a Nevada limited liability company

By: A & R Realty, LLC, a Nevada limited liability company, its Manager

By: _____
Alan S. Mann, Manager

And

By: _____
Randall Fleisher, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by
_____, as Manager of A &R Realty, LLC, Manager of Round
Hill SC, LLC.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by
_____, as Manager of A &R Realty, LLC, Manager of Round
Hill SC, LLC.

WITNESS my hand and official seal.

Signature _____ (Seal)

DAVIDSON RETAIL I, LLC,
a Nevada limited liability company

By: _____
Nathan Davidson, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANTEE:

WERBO 1500, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20___, by
_____, as _____.

WITNESS my hand and official seal.

Signature _____ (Seal)

End.

EXHIBIT 'A'

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 15, TOWNSHIP 13 NORTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE ALONG THE SECTION LINE COMMON TO SECTIONS 15 AND 22 NORTH 89°54'09" WEST, 1513.39 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50 AS DESCRIBED IN THE CONVEYANCE TO THE STATE OF NEVADA RECORDED JULY 18, 1933 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK T OF DEEDS, AT PAGE 436;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 674.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND SHOWN AS NEVADA ALLIED INDUSTRIES ON THE RECORD OF SURVEY FOR NEVADA ALLIED INDUSTRIES RECORDED SEPTEMBER 25, 1980 IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA, IN BOOK 980, AT PAGE 1969, AS DOCUMENT NO. 48927, A FOUND 3/4" IRON PIPE AND PLUG RLS 3519;
THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 152.81 FEET TO THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 437.47 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL #1 AS SHOWN ON SAID RECORD OF SURVEY;
THENCE NORTH 84°15'35" EAST, 25.88 FEET;
THENCE NORTH 42°24'00" EAST, 50.32 FEET;
THENCE NORTH 26°07'31" WEST 18.56 FEET;
THENCE NORTH 42°24'00" EAST, 13.61 FEET;
THENCE NORTH 47°36'00" WEST, 120.00 FEET;
THENCE SOUTH 42°24'00" WEST, 71.06 FEET;
THENCE NON-TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET, CENTRAL ANGLE OF 46°39'32", AN ARC LENGTH OF 24.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 24°01'56" EAST, 23.37 FEET;
THENCE SOUTH 47°21'42" EAST, 68.90 FEET;
THENCE SOUTH 36°36'19" EAST, 20.91 FEET;
THENCE SOUTH 17°25'22" EAST, 10.60 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 50;
THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 175.55 FEET TO THE SOUTHEASTERLY CORNER OF SHELL OIL COMPANY, A.P.N. 05-290-01, AS**

RECORDED IN THE OFFICE OF RECORDER, DOUGLAS COUNTY, NEVADA IN BOOK 1094,
AT PAGE 559;

THENCE ALONG THE BOUNDARY OF SAID SHELL OIL COMPANY THE FOLLOWING FIVE
COURSES:

THENCE NORTH 42°24'00" EAST, 88.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.50 FEET,
CENTRAL ANGLE OF 46°00'00", AND AN ARC LENGTH OF 66.24 FEET;

THENCE NORTH 03°36'00" WEST, 65.41 FEET;

THENCE SOUTH 80°30'10" WEST, 117.91 FEET;

THENCE SOUTH 42°24'00" WEST, 100.00 FEET TO A POINT ON SAID NORTHEASTERLY
RIGHT-OF-WAY OF U.S. HIGHWAY 50;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY NORTH 47°36'00" WEST, 14.45
FEET;

THENCE NORTH 42°24'00" EAST, 545.28 FEET;

THENCE SOUTH 52°35'03" EAST, 40.63 FEET;

THENCE NORTH 68°56'23" EAST 164.88 FEET;

THENCE NORTH 04°43'13" WEST, 17.70 FEET;

THENCE SOUTH 59°30'37" EAST, 128.00 FEET;

THENCE SOUTH 76°36'23" WEST, 67.98 FEET;

THENCE SOUTH 09°08'39" EAST 200.78 FEET;

THENCE SOUTH 09°10'30" EAST, 122.01 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 34.12 FEET,
CENTRAL ANGLE OF 89°43'38" AND ARC LENGTH OF 53.43 FEET;

THENCE NORTH 81°05'52" EAST 64.33 FEET;

THENCE SOUTH 12°39'37" EAST, 30.95 FEET;

THENCE SOUTH 35°39'37" EAST, 348.46 FEET TO A POINT ON THE WESTERLY RIGHT-
OF-WAY OF ELKS POINT ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 320.00 FEET, CENTRAL ANGLE OF 33°22'12", ARC LENGTH
OF 186.37 FEET, CHORD BEARING SOUTH 25°42'54" WEST, AND CHORD LENGTH OF
183.75 FEET;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 42°24'00" WEST, 80.76 FEET;

THENCE NORTH 47°36'00" WEST, 171.43 FEET;

THENCE SOUTH 42°19'21" WEST, 55.58 FEET;

THENCE NORTH 47°36'52" WEST, 31.73 FEET;

THENCE SOUTH 42°24'00" WEST, 63.25 FEET;

THENCE SOUTH 47°36'25" EAST, 26.67 FEET;

THENCE SOUTH 43°32'23" WEST, 70.01 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY
IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 22, 2011 IN BOOK 911, PAGE
3871 AS INSTRUMENT NO. 789916 OF OFFICIAL RECORDS, DOUGLAS COUNTY,
NEVADA.

PARCEL 2:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN A RECIPROCAL EASEMENT AGREEMENT
RECORDED OCTOBER 7, 1980, IN BOOK 1080, AT PAGE 455, AS DOCUMENT NO. 49341,
OF OFFICIAL RECORDS, OF DOUGLAS COUNTY, NEVADA.

PARCEL 3:

THOSE CERTAIN EASEMENTS AS DESCRIBED IN DECLARATION OF RECIPROCAL
EASEMENT CONTAINED IN DEED RECORDED OCTOBER 5, 1994, IN BOOK 1094, AT PAGE
559, AS DOCUMENT NO. 347650, OF OFFICIAL RECORDS, OF DOUGLAS COUNTY,
NEVADA.

PARCEL 4:

**THOSE CERTAIN RECIPROCAL EASEMENTS AS DESCRIBED IN DECLARATION OF
RECIPROCAL EASEMENT DATED DECEMBER 18, 1998, RECORDED DECEMBER 21, 1998,
IN BOOK 1298, AT PAGE 5054, AS DOCUMENT NO. 457043, OF OFFICIAL RECORDS, OF
DOUGLAS COUNTY, NEVADA.**

COPY

Exhibit B

A parcel of land located within a portion of Section 15, Township 13 North, Range 18 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Southeast corner of said Section 15;

Thence along the Section line common to Sections 15 and 22, North $89^{\circ}54'09''$ West, 1513.39 feet to a point on the Northeasterly right of way of U.S. Highway 50 as described in the conveyance to the State of Nevada recorded July 18, 1933 in the office of Recorder, Douglas County, Nevada, in Book T of Deeds, at Page 436;

Thence along said Northeasterly right of way North $47^{\circ}36'00''$ West, 674.72 feet to the Southwest corner of a parcel of land shown as Nevada Allied Industries on the Record of Survey for Nevada Allied Industries recorded September 25, 1980 in the office of Recorder, Douglas County, Nevada in Book 980 at Page 1969 as Document No. 48927, a found $\frac{3}{4}$ " iron pipe and plug RLS 3519;

Thence continuing along said Northeasterly right of way North $47^{\circ}36'00''$ West, 590.28 feet to the Point of Beginning.

Thence North $84^{\circ}15'35''$ East, 25.88 feet;
Thence North $42^{\circ}24'00''$ East, 50.32 feet;
Thence North $28^{\circ}07'31''$ West, 18.56 feet;
Thence North $42^{\circ}24'00''$ East, 13.61 feet;
Thence North $47^{\circ}36'00''$ West, 120.00 feet;
Thence South $42^{\circ}24'00''$ West, 71.06 feet;

Thence non-tangent to the preceding course along the arc of a curve to the left having a radius of 29.50 feet, central angle of $46^{\circ}39'32''$, an arc length of 24.02 feet, a chord bearing and distance of South $24^{\circ}01'56''$ East, 23.37 feet;

Thence South $47^{\circ}21'42''$ East, 68.90 feet;
Thence South $36^{\circ}36'19''$ East, 20.91 feet;
Thence South $17^{\circ}25'22''$ East, 10.60 feet to the Point of Beginning.

Reference is made to Record of Survey filed May 21, 2003, File No. 577574.

NOTE: the above metes and bounds description appeared previously in Grant, Bargain and Sale Deed recorded February 15, 2007, in Book 207, Page 4975, as Document No. 695070.

SPACE BELOW FOR RECORDER