

**FULL AND FINAL SETTLEMENT AGREEMENT  
AND MUTUAL GENERAL RELEASE**

THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (this "Agreement") is made by and among the Parties identified below this 22nd day of January, 2007, and is effective upon official action by THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS accepting the terms hereof (the "Effective Date").

WHEREAS, the Parties to this Agreement ("Party" or "Parties") are as follows:

(a) Nassau County Board of County Commissioners, on its own behalf and on behalf of any of its/their predecessors, successors, affiliates, subsidiaries, relatives, agents, attorneys, individual commissioners, employees, and assigns (hereinafter collectively referred to as "Nassau County");

(b) The Honorable John A. Crawford, individually and in his capacity as the duly elected Clerk of the Circuit and County Courts, in and for Nassau County, Florida, on his own behalf and on behalf of his elected constitutional office, his predecessors, successors, affiliates, subsidiaries, relatives, agents, attorneys, employees, and assigns (hereinafter collectively referred to as the "Clerk of Court"); and

(c) (i) Farmand, Farmand and Farmand, P.A., on its own behalf and on behalf of its predecessors, successors, affiliates, subsidiaries, relatives, agents, accountants, attorneys, insurers, employees, shareholders and assigns;

(ii) Anwar B. Farmand, individually, on his own behalf and on behalf of his predecessors, successors, affiliates, subsidiaries, relatives, agents, attorneys, employees and assigns;

(ii) Terry B. Farmand, individually, on his own behalf and on behalf of his predecessors, successors, affiliates, subsidiaries, relatives, agents, attorneys, employees and assigns; and

(iii) Mike B. Farmand, individually, on his own behalf and on behalf of his predecessors, successors, affiliates, subsidiaries, relatives, agents, attorneys, employees and assigns (hereinafter referred to as the "Auditor");

WHEREAS, the Parties are involved in a certain threatened litigation action and/or dispute, arising out of certain acts and actions and/or inactions from the business relationship between Nassau County, the Clerk of Court and Auditor ("business relationship") of which the Parties all jointly deny liability or violation of any Federal, State or local law or regulation; but desire nonetheless to resolve and compromise and

otherwise release claims each possesses or may potentially possess against the other and settle such claims without litigation.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which all parties dispute, but do, however, jointly acknowledge, and intending to be legally bound hereby, the Parties agree as follows:

1. By entering into this Agreement, neither Party admits any wrongdoing and/or liability towards the other Party with respect to any actual or potential dispute among them and each Party specifically denies any wrongdoing or liability.

2. The Auditor hereby stipulates and agrees to provide monetary payment, from the proceeds of its policy with its insurer, to and for the benefit of Nassau County, in the total amount of five hundred thousand dollars (\$500,000.00) in US funds, payable from the Holland & Knight LLP Trust Account, to the Nassau County Board of County Commissioners, and delivered to the Nassau County Attorney. Such funds to be paid within thirty (30) calendar days of the Effective Date of this Agreement.

3. Failure by a Party to comply with this Agreement will constitute breach of this Agreement by such Party and any Party will thereafter have an action for breach of contract for which the prevailing Party will be entitled to damages, together with all reasonable attorney's fees and costs of such ensuing litigation, including appeal, incurred in bringing the breach of contract action. The facts and circumstances which led to this Full and Final Settlement Agreement and Mutual General Release are complete and cannot be reopened nor litigated.

4. All parties to this Agreement further stipulate that the facts and circumstances of the dispute which formed the basis for the underlying action are and

shall remain confidential, except and insofar as the facts are revealed in public documents.

5. Each Party hereby stipulates and agrees to accept performance as outlined herein in full and complete settlement for their individual and/or collective present or future claims against the other Party, and agrees to forebear on any legal claims and actions available to them as a result of the facts and factual matters arising out of the Parties' business relationship. Nothing contained in this paragraph shall preclude any Party from seeking to enforce this Agreement, or from seeking redress or monetary claims against or from others who are not parties nor released herein, together with reasonable attorney fees and costs directly associated with the breach of this Agreement.

6. Each Party represents and warrants that no other persons, firm, entity, organization, trust, or otherwise, have any claim, demand, right, damage, liability, debt, account, action or cause of action based upon the issues and circumstances arising out of the Parties' business relationship, as to these Parties, and further represents and warrants that they have not heretofore directly or indirectly assigned, hypothecated or transferred or purported to assign, hypothecate or transfer, in whole or in part, to any person, firm, entity, organization, trust, or corporation, any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter herein released or discharged, and that they respectively have the full right and authority to enter into this Full and Final Settlement Agreement and Mutual General Release.

7. Nassau County, on its own behalf and on behalf of its/their attorneys, employees, predecessors, successors, affiliates, subsidiaries, and assigns, heirs, executors and administrators [hereinafter "the Releasor"], do hereby remise, release, covenant not

to sue and forever discharge Farmand, Farmand & Farmand, P.A., Anwar B. Farmand, Terry B. Farmand, Mike B. Farmand, along with its/their employees, officers, and directors as well as its/their predecessors, shareholders, successors, parent(s), affiliate(s), subsidiaries, accountants, employees and assigns, heirs, executors and administrators, [hereinafter collectively "The Releasee"] of and from all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, account, accounts, reckoning, bonds, bills, notes, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, guarantees, extent, executions, claims or demands whatsoever, in law or in equity, which the Releasor, its heirs, assigns, or legal successors ever had, now has, or may hereafter acquire, upon or by reason of any matter, cause or thing whatsoever accruing, occurring, or arising from, referring to, or in any manner related to the facts and circumstances arising out of the Parties' business relationship, and from all claims that could be made in the future arising out of the Parties' business relationship. This release is expressly intended to cover and include any and all claims of the Releasor as against the aforementioned Releasee(s), several or otherwise, past, present or future, which can or may ever be asserted by Releasee(s), heirs, or otherwise, as a result of injuries and/or damage to property, reputation or person as aforesaid or the effects or consequences thereof by reason of any acts or omissions on the part of, or attributable to, Releasee(s). This Release of the aforementioned Releasee(s) is intended to cover any and all future injuries or damages not now known to the Releasors and Releasee(s) but which may later develop or be discovered, other than breach of this Agreement, including the effects or consequences thereof, as related to the facts and circumstances arising out of the Parties' business

relationship. Nothing contained herein shall be construed as a release of any Party regarding the obligations contained in this Agreement.

8. The Clerk of Court, individually and in his capacity as the duly elected Clerk of the Circuit and County Courts, in and for Nassau County, Florida, and on its own and on behalf of its attorneys, employees, predecessors, successors, affiliates, subsidiaries, and assigns, heirs, executors and administrators [hereinafter "the Releasor"], does hereby remise, release, covenant not to sue and forever discharge Farmand, Farmand & Farmand, P.A., Anwar B. Farmand, Terry B. Farmand, Mike B. Farmand, along with its/their employees, officers, and directors as well as its/their predecessors, shareholders, successors, affiliates, subsidiaries, employees, accountants, and assigns, heirs, executors and administrators, [hereinafter collectively "The Releasee"], of and from all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, account, accounts, reckoning, bonds, bills, notes, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, guarantees, extent, executions, claims or demands whatsoever, in law or in equity, which the Releasor, its heirs, assigns, or legal successors ever had, now has, or may hereafter acquire, upon or by reason of any matter, cause or thing whatsoever accruing, occurring, or arising from, referring to, or in any manner related to the facts and circumstances arising out of the Parties' business relationship, and from all claims that could be made in the future arising out of the Parties' business relationship. This release is expressly intended to cover and include any and all claims of the Releasor as against the aforementioned Releasee(s), several or otherwise, past, present or future, which can or may ever be asserted by the Clerk of Court, heirs, or otherwise, as a result of injuries

and/or damage to property, reputation or person as aforesaid or the effects or consequences thereof by reason of any acts or omissions on the part of, or attributable to, Releasee(s). This Release of the aforementioned Releasee(s) is intended to cover any and all future injuries or damages not now known to the Releasors and Releasee(s) but which may later develop or be discovered, other than breach of this Agreement, including the effects or consequences thereof, as related to the facts and circumstances arising out of the Parties' business relationship. Nothing contained herein shall be construed as a release of any Party regarding the obligations contained in this Agreement.

9. Farmand, Farmand & Farmand, P.A., Anwar B. Farmand, Terry B. Farmand, Mike B. Farmand, on its/their own behalf and on behalf of its/their attorneys, accountants, employees, predecessors, successors, affiliates, subsidiaries, and assigns, heirs, executors and administrators [hereinafter "the Releasor"], do hereby remise, release, covenant not to sue and forever discharge The Nassau County Board of County Commissioners, along with its/their employees, officers, and directors as well as its/their predecessors, successors, parent(s), affiliate(s), subsidiaries, employees and assigns, heirs, executors and administrators, [hereinafter collectively "The Releasee"] of and from all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, account, accounts, reckoning, bonds, bills, notes, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, guarantees, extent, executions, claims or demands whatsoever, in law or in equity, which the Releasor, its heirs, assigns, or legal successors ever had, now has, or may hereafter acquire, upon or by reason of any matter, cause or thing whatsoever accruing, occurring, or arising from, referring to, or in any manner related to the facts and

circumstances arising out of the Parties' business relationship, and from all claims that could be made in the future arising from the Parties' business relationship. This release is expressly intended to cover and include any and all claims of the Releasor as against the aforementioned Releasee(s), several or otherwise, past, present or future, which can or may ever be asserted by Releasee(s), heirs, or otherwise, as a result of injuries and/or damage to property, reputation or person as aforesaid or the effects or consequences thereof by reason of any acts or omissions on the part of, or attributable to, Releasee(s). This Release of the aforementioned Releasee(s) is intended to cover any and all future injuries or damages not now known to the Releasors and Releasee(s) but which may later develop or be discovered, other than breach of this Agreement, including the effects or consequences thereof, as related to the facts and circumstances arising out of the Parties' business relationship. Nothing contained herein shall be construed as a release of any Party regarding the obligations contained in this Agreement.

10. Farmand, Farmand & Farmand, P.A., Anwar B. Farmand, Terry B. Farmand, Mike B. Farmand, on its/their own behalf and on behalf of its/their attorneys, employees, accountants, predecessors, successors, affiliates, subsidiaries, and assigns, heirs, executors and administrators [hereinafter "the Releasor"], do hereby remise, release, covenant not to sue and forever discharge the Clerk of Court, individually and in his capacity as the duly elected Clerk of the Circuit and County Courts, along with his/their employees, officers, and directors as well as his/their predecessors, successors, parent(s), affiliate(s), subsidiaries, employees and assigns, heirs, executors and administrators, [hereinafter collectively "The Releasee"] of and from all manner of action and actions, causes and causes of action, suits, debts, dues, sums of money, account,

accounts, reckoning, bonds, bills, notes, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, guarantees, extent, executions, claims or demands whatsoever, in law or in equity, which the Releasor, its heirs, assigns, or legal successors ever had, now has, or may hereafter acquire, upon or by reason of any matter, cause or thing whatsoever accruing, occurring, or arising from, referring to, or in any manner related to the facts and circumstances arising out of the Parties' business relationship, and from all claims that could be made in the future arising out of the Parties' business relationship. This release is expressly intended to cover and include any and all claims of the Releasor as against the aforementioned Releasee(s), several or otherwise, past, present or future, which can or may ever be asserted by Releasee(s), heirs, or otherwise, as a result of injuries and/or damage to property, reputation or person as aforesaid or the effects or consequences thereof by reason of any acts or omissions on the part of, or attributable to, Releasee(s). This Release of the aforementioned Releasee(s) is intended to cover any and all future injuries or damages not now known to the Releasors and Releasee(s) but which may later develop or be discovered, other than breach of this Agreement, including the effects or consequences thereof, as related to the facts and circumstances arising out of the Parties' business relationship. Nothing contained herein shall be construed as a release of any Party regarding the obligations contained in this Agreement.

11. Each Party represents and warrants that they are and have been represented by counsel and that they fully understand, comprehend and agree to the terms, conditions and meaning of this Agreement, that their respective attorneys have explained the Agreement to them and they enter into it voluntarily.



12. Each Party hereby covenants and agrees between and amongst themselves to each bear and absorb their own attorney fees, expert fees, costs and expenses of the dispute in this matter, and each Party shall bear their own attorney fees, expert fees, costs and expenses of this Full and Final Settlement Agreement and Mutual General Release (subject to Paragraph 3 herein).

13. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties stipulate and agree to venue in Nassau County, Florida. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining provisions are agreed to be enforceable and binding upon all Parties.

14. This Settlement Agreement embodies the entire Agreement of the Parties respecting the subject matter herein. There are no promises, terms, conditions nor obligations, other than those contained herein. This instrument supersedes all previous communications, representations, or Agreements, either verbal or written, between the Parties. No modification of this Agreement shall be valid and binding unless in writing and signed by all Parties herein.

15. No waiver of any of the terms of this Agreement shall be valid unless it is in writing and signed by all Parties herein. The failure of any Party to enforce, at any time, any of the provisions of this Agreement or the failure of any Party to enforce, at any time, performance by the other Party of any of the provisions herein, shall in no way be construed as a waiver of such provisions, nor in any way effect the validity of this Agreement or Party thereof, or the right of a claimant to thereafter enforce each and every

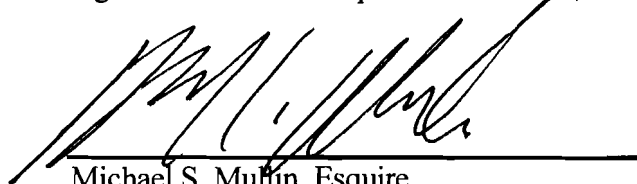
such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any such or subsequent breach.

16. This Agreement is executed in three (3) originals, each of which is to be treated as an original, with one original being retained by Nassau County, one original being retained by the Clerk of Court, and one original being retained by the Auditor.

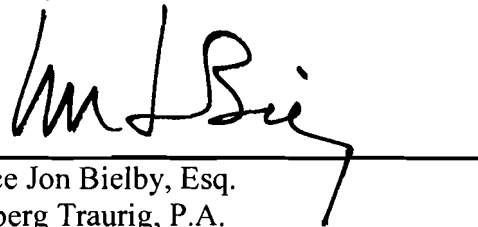
17. For purposes of construction of this Settlement Agreement, it is stipulated and agreed that all Parties shall be deemed to have drafted this Settlement Agreement and that no adverse inference shall be drawn against any Party for such Party's participation in its drafting.

18. Notwithstanding anything heretofore to the contrary, it is intended that this **Full and Final Settlement Agreement and Mutual General Release** (hereinafter the "Agreement") be construed as though a lawsuit to recover damages was commenced by the Parties prior to the execution of this Agreement and has been tried to a Final Judgment, and that all claims subject to preclusion, merger and bar thereby, be merged, barred and precluded as to each of the Parties under the terms of this Agreement.


IN WITNESS WHEREOF, THE PARTIES AND COUNSEL, have executed this Agreement at their respective locations, indicated below, on the dates indicated below.



Michael S. Mullin, Esquire  
County Attorney  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

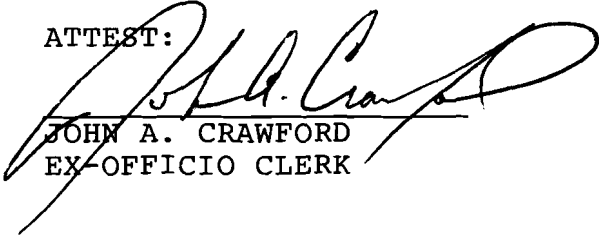



Lorence Jon Bielby, Esq.  
Greenberg Traurig, P.A.  
Counsel for Hon. John A. Crawford,  
individually and in his capacity as the duly  
elected Clerk of the Circuit and County  
Courts

  
George E. Schulz, Jr., Esq.  
Holland & Knight  
Counsel for Farmand, Farmand &  
Farmand, P.A., Anwar B. Farmand, Terry  
B. Farmand, Mike B. Farmand

THE NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

  
JOHN A. CRAWFORD  
EX-OFFICIO CLERK

By:   
Print Name: JIM B. HIGGINBOTHAM  
Address: Post Office Box 1010  
Fernandina Beach, FL 32035

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to and subscribed before me this 22<sup>nd</sup> day of JANUARY, in the year  
2007 by JIM B. HIGGINBOTHAM, as an authorized representative of  
BOARD OF COUNTY COMMISSIONERS and holding the office of CHAIRMAN within  
NASSAU COUNTY. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC



Name:  
STATE OF FLORIDA, AT LARGE  
My Commission Expires:  
(Seal)

HON. JOHN A. CRAWFORD,  
INDIVIDUALLY AND IN HIS  
CAPACITY AS THE DULY ELECTED  
CLERK OF THE CIRCUIT AND  
COUNTY COURTS

*[Handwritten Signature]*

By: \_\_\_\_\_  
Print Name: John A. Crawford  
Address: 76347 Veterans Way  
Yulee, FL 32097

STATE OF FLORIDA

COUNTY OF Nassau

Sworn to and subscribed before me this 22nd day of January, in the year  
2007 by John A. Crawford, as an authorized representative of  
Board of County  
Commissioner and holding the office of Ex-Officio Clerk within  
Nassau County. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC

*[Handwritten Signature]*

Name: Connie H. Arthur  
STATE OF FLORIDA, AT LARGE  
My Commission Expires:  
(Seal)



FARMAND, FARMAND AND  
FARMAND, P.A.

By: Anwar B. Farmand  
Print Name: ANWAR B. FARMAND  
Address: 10142 BISHOP LAKE RD. W.  
JACKSONVILLE, FL. 32256

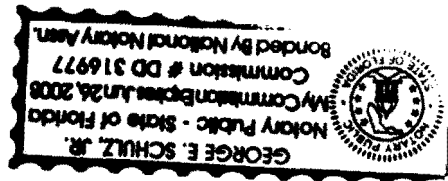
STATE OF FLORIDA

COUNTY OF DUVAL

Sworn to and subscribed before me this 22nd day of January, in the year  
2007 by Anwar B. Farmand, as an authorized representative of  
Farmand Farm and P.A. and holding the office of Partner within  
Farmand Farm and P.A. He/she is personally known to me or has produced  
as identification.

NOTARY PUBLIC

George E. Schulz Jr.  
Name: George E. Schulz Jr.  
STATE OF FLORIDA, AT LARGE  
My Commission Expires: June 26, 2008  
(Seal)



Anwar B. Farmand  
ANWAR B. FARMAND

Address: 10142 BISHOP LAKE RD. W.  
JACKSONVILLE, FL 32256

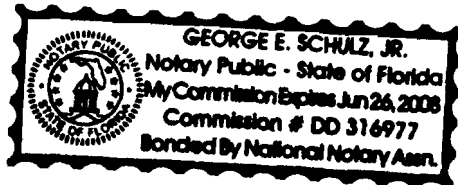
STATE OF FLORIDA

COUNTY OF Duval

Sworn to and subscribed before me this 22<sup>nd</sup> day of January, 2007,  
by ANWAR B. FARMAND, who is personally known to me (or who has produced  
\_\_\_\_\_ as identification) and did (did not) take an oath.

NOTARY PUBLIC

George E Schulz Jr  
Name: GEORGE E SCHULZ JR  
STATE OF FLORIDA, AT LARGE  
My Commission Expires: June 26, 2008  
(Seal)



Terry B. Farmand  
TERRY B. FARMAND

Address: 4237 Atlantic Blvd.  
JACKSONVILLE, FL 32207

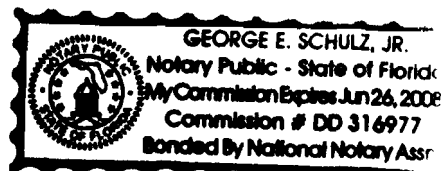
STATE OF FLORIDA

COUNTY OF DUAL

Sworn to and subscribed before me this 22nd day of January, 2007,  
by TERRY B. FARMAND, who is personally known to me (or who has produced  
as identification) and did (did not) take an oath.

NOTARY PUBLIC

George E. Schulz Jr  
Name: GEORGE E. SCHULZ JR  
STATE OF FLORIDA, AT LARGE  
My Commission Expires: June 26, 2008  
(Seal)





Mike B. FARMAND  
MIKE B. FARMAND

Address: 4237 Atlantic Blvd.  
Jacksonville, Florida 32207

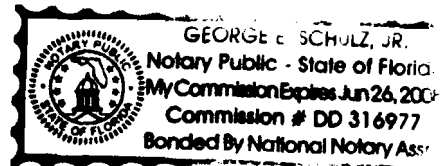
STATE OF FLORIDA

COUNTY OF Duval

Sworn to and subscribed before me this 22<sup>nd</sup> day of January, 2007,  
by MIKE B. FARMAND, who is personally known to me (or who has produced  
as identification) and did (did not) take an oath.

NOTARY PUBLIC

George E Schulz  
Name: George E Schulz  
STATE OF FLORIDA, AT LARGE  
My Commission Expires: June 26, 2008  
(Seal)



# 4306171\_v1

# Greenberg Traurig

Lorence Jon Bielby  
[BielbyLJ@gtlaw.com](mailto:BielbyLJ@gtlaw.com)

Tallahassee  
850.222.6891

January 31, 2007

**BY FEDEX**

Jerry Greeson  
Chief of Staff/Operations  
Hon. John A. Crawford  
76347 Veterans Way  
Yulee, FL 32097

***Re: Nassau County Board of County Commissioners, et. al. v. Farmand,  
Farmand & Farmand, P.A, et. al.***

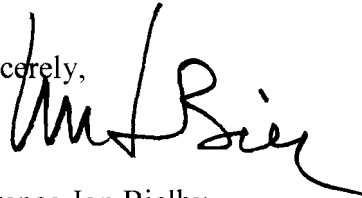
Dear Jerry:

Enclosed please find one original of the Full and Final Settlement Agreement and Mutual General Release, which has now been signed by me, as counsel for Hon. John A. Crawford, individually and in his capacity as the duly elected Clerk of the Circuit and County Courts. Pursuant to your request, I am returning the original of the document to you.

Please note that payment under paragraph 2, page 2, is to be made by the Auditor within thirty (30) calendar days of the effective date, defined as the date of official action by the Nassau County Board of County Commissioners accepting the terms thereof, and therefore within thirty (30) calendar days of January 22, 2007.

If you have any questions or otherwise, please contact me at this firm's Tallahassee office.

Sincerely,



Lorence Jon Bielby  
For the Firm

cc: Michael S. Mullin, Nassau County Attorney  
George E. Schulz, Jr., Esquire

ALBANY  
AMSTERDAM  
ATLANTA  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DELAWARE  
DENVER  
FORT LAUDERDALE  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
MIAMI  
MILAN\*  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY, CA  
ORLANDO  
PHILADELPHIA  
PHOENIX  
ROME\*  
SACRAMENTO  
SILICON VALLEY  
TALLAHASSEE  
TOKYO\*  
TYSONS CORNER  
WASHINGTON, D.C.  
WEST PALM BEACH  
ZURICH

\*Strategic Alliances  
Tokyo-Office/Strategic Alliance

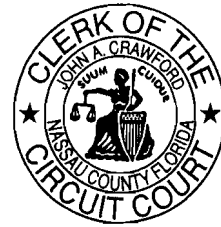
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Greenberg Traurig, P.A. | Attorneys at Law | 101 East College Avenue | Post Office Drawer 1838 | Tallahassee, FL 32302  
Tel 850.222.6891 | Fax 850.681.0207

[www.gtlaw.com](http://www.gtlaw.com)



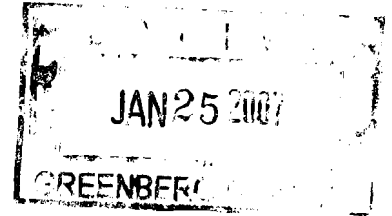
John A. Crawford  
Clerk of the Circuit Court  
Nassau County



VIA FEDERAL EXPRESS

January 22, 2007

Mr. Lorence Jon Bielby, Esquire  
Greenberg Traurig  
101 East College Avenue  
Tallahassee, FL 32302



RE: Nassau County Board of County Commissioners vs.  
Farmand, Farmand & Farmand, P.A.

Dear Lo:

Enclosed please find one original of the Full and Final Settlement Agreement and Mutual General Release, as approved and executed by the Board of County Commissioners in their meeting of January 22, 2007.

Please execute the document and return the original to my office in the enclosed return envelope.

Only one original for execution was received from Mr. Schulz's office. My office will return fully executed, certified copies to you and to Mr. Schulz after you execute and return the original document.

Thank you for your assistance in this matter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Jerry Greeson".

Jerry Greeson  
Chief of Staff for  
John A. Crawford  
Clerk of Courts

TJG:JAC:jb

Enclosure

CC: Michael S. Mullin, County Attorney  
George E. Schulz, Jr., Esquire

# Holland+Knight

Tel 904 353 2000  
Fax 904 358 1872

Holland & Knight LLP  
50 North Laura Street, Suite 3900  
Jacksonville, FL 32202-3622  
www.hklaw.com

**GEORGE E. SCHULZ, JR.**  
904-798-5462  
buddy.schulz@hklaw.com

January 22, 2007

**VIA HAND DELIVERY**

Michael S. Mullin, Esquire  
County Attorney  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

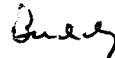
**RE: Nassau County Board of County Commissioners vs. Farmand, Farmand &  
Farmand, P.A.**

Dear Mike:

Enclosed is an executed original of the Full and Final Settlement Agreement and Mutual General Release. We would appreciate your advising upon approval by the Nassau County Commission and your forwarding a copy duly executed by all Parties.

Thank you.

Sincerely,



George E. Schulz, Jr.

GESJr/mvm  
Enclosure

cc: Lorence Jon Bielby, Esquire (by facsimile)