CONSTRUCTION SERVICES AGREEMENT

This Agreement made this 29th day of August, 2024 by and between

University Lakes LLC
3796 Nicholson Drive
Baton Rouge, LA
("UL")

and

Big Gator Construction LLC
P.O. Box 284
St. Amant, LA 70774
("CONTRACTOR")

University Lakes Background

University Lakes LLC ("UL"), a special purpose entity created for this Project by LSU Real Estate and Facilities Foundation ("REFF"), a Louisiana nonprofit corporation supporting LSU, wishes to retain Big Gator Construction LLC ("Contractor") to remove trees and vegetation from Campus Lake. UL desires to engage Contractor for this purpose and desires to perform the work as defined in this Agreement.

Now, therefore, in consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally and equitably to be bound, mutually agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1 Basic Services

The specific tasks that Contractor will perform are listed in the attached Exhibit A ("Basic Services"), which is incorporated herein by reference. The location of the work to be performed is further described in Exhibit B.

1.2 Changes in Basic Services

Changes may be proposed to the Basic Services required to be performed under this Agreement by Contractor if UL materially changes the scope, objectives, and/or timetable for Basic Services in writing or if UL fails to provide decisions, instructions or requested information in a timely manner (but only for those occasions when Contractor has provided UL with timely, explicit written notice of the date or dates by which decisions or other performance is reasonably required and reasonably adequate time for review and approval), makes substantial modifications to properly approved instructions or information previously provided, or makes personnel changes that materially affect Contractor's performance of this Agreement. In such event, the parties shall attempt to negotiate a modification or

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change order in accordance with the terms of this Agreement.

Changes in Basic Services required to be performed under this Agreement by Contractor and the entitlement of Contractor to any additional compensation shall be made only by a written amendment to this Agreement executed by UL and Contractor (individually "**Party**", collectively "**Parties**"). Unless otherwise agreed to in writing by the Parties, any such amendment shall be executed by the Parties prior to the performance by Contractor of any services required by any such amendment.

1.3 UL Initiated Optional Services

UL, without invalidating this Agreement, may in writing request that Contractor provide Optional Services under this Agreement and shall be compensated for the performance of any Optional Services requested by the UL as provided in Article 4 of this Agreement.

Contractor shall perform Optional Services only after UL and Contractor have executed a written amendment to this Agreement specifically providing for the performance by Contractor of such Optional Services.

ARTICLE 2: STAFFING AND INTERACTION

2.1 Standard of Care

Contractor covenants with UL to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good project management practice, in accordance with the applicable federal, state and local laws and regulations in effect on the date of this Agreement and in cooperation with, and in reliance upon, the work and services to be performed by other professionals retained by UL in connection with the Project. Contractor represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. Contractor shall be responsible for compliance with all applicable codes. All items not specifically covered by codes shall be in accordance with the standards established by accepted professional groups or by industry standard for that specific item of work. Contractor shall be responsible, to a reasonable standard of care, for the professional quality, technical accuracy and the coordination of all specifications and other services furnished under this contract. Contractor shall without additional compensation, correct or revise any errors or deficiencies in the specifications and other services.

2.2 UL

UL shall designate one or more of its members, officers, employees, or contractors to serve as Contractor's point of contact for purposes of providing decisions, instructions and other information to Contractor (such designee(s) being individually and collectively referred to as the "UL Representative").. The UL Representative shall be deemed to have provided decisions or instructions to Contractor only if the UL Representative shall have communicated instructions in writing. UL may

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substitute other representatives to serve as Contractor's point of contact upon reasonable prior written notice to Contractor.

Contractor recognizes that the UL is undertaking the Project for the benefit of LSU, which owns the majority of the property and rights that will be the subject of the Project. While Contractor understands that LSU has a substantial interest in the Project and that, as between LSU and UL, some activities undertaken pursuant to this Agreement may require approval by or consultation with LSU, Contractor may rely on representations by the UL Representative that those approvals or consultations have been made. This Agreement does not create a contract between LSU and Contractor. UL represents and warrants it has sufficient funding to meet its payment obligations to Contractor.

2.3 Contractor

Contractor has designated its key personnel, including a project leader (the "**Project Lead**") as: Josh Johnston will serve as the Project Manager and the "Project Lead". The Project Lead shall serve as the primary point of contact or liaison between Contractor and UL directing the overall work effort and coordinating the day-to-day work of this engagement. The Contractor shall assign appropriate additional staff to provide assistance as necessary. The Contractor may reassign or substitute key personnel designated only upon consent by UL, whose consent shall not be withheld or delayed unreasonably, or upon the unavailability of previously assigned personnel due to illness or other factors beyond Contractor's control.

2.4 Related Agreements with Other Parties

UL, in its discretion, may contract with other professionals ("Other Parties") for services related to due diligence, design, permitting, and/or construction.

2.4.1 The services, duties and responsibilities of the Other Parties shall be described in a written agreement between UL and the Other Parties

2.4.2 UL shall, in the agreements between UL and the Other Parties, require the Other Parties to perform their work and services in cooperation with Contractor, consistent with this Agreement and in accordance with applicable scheduling and budgeting requirements pertinent to the Project. Where appropriate and at the request of Contractor, sufficient copies of the agreements shall be furnished to Contractor without cost.

2.4.3 Where appropriate, UL shall send to Contractor and shall require the Other Parties to send to Contractor copies of notices and communications sent by the Other Parties to UL relating to the Project.

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2.5 Access to Information

Contractor expects to call on appropriate UL Representatives for questions relating to the Project. Accordingly, UL shall provide Contractor with timely input and feedback from such decision- and other personnel that are critical to Contractor's ability to perform the contracted services upon reasonablerequest.

ARTICLE 3: TIMETABLE

3.1 Basic Services

3.1.1 The duration of the Basic Services required to be performed under this Agreement by the Contractor shall be approximately thirty (30) consecutive calendar days, which commenced on the execution of this agreement.

3.1.2 Contractor shall devote its reasonable best efforts to meeting all target dates and completing the Basic Services in accordance with the deadlines set forth in this Agreement. The Parties shall use their reasonable best efforts to coordinate specific dates for meetings with key participants and other events both before and after delivery of the Project.

3.2 Optional Services

The timetable for Optional Services shall be determined in an executed written amendment to this Agreement, as referenced in Paragraph 1.3.

ARTICLE 4: COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation for Basic Services

Compensation for Basic Services shall be based on services and fees described in Exhibit A for the period of time identified in Paragraph 3.1.1. Total compensation shall not exceed Seventy-Seven Thousand Five Hundred Dollars ($77,500.00).

4.2 Compensation for Changes to Basic Services and Additional Services

4.2.1 Contractor may be entitled to receive additional compensation when the scope or duration of Basic Services is modified.

4.2.2 Per Paragraph 1.2, should the scope or duration of Basic Services be modified under circumstances where Contractor may be entitled to additional compensation, Contractor shall request a written amendment to this Agreement which, unless otherwise agreed to in writing by

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the Parties shall be executed by the Parties prior to the performance by Contractor of any services required by any such amendment.

4.3 Compensation for Optional Services

Upon written acceptance of Contractor's proposal for requested Optional Services, per Paragraph 1.3, UL shall pay Contractor compensation for Optional Services requested by UL in writing and performed by Contractor. The Optional Services will be accepted by written amendment to this Agreement executed by UL and Contractor. Amendment(s) governing Optional Services shall clearly document the scope, schedule and compensation for such Optional Services.

4.4 Reimbursable Expense

Compensation for services according to the fees specified in Exhibit A includes all costs incurred by Contractor in providing the services including expenses. There shall be no separate reimbursement for expenses paid to Contractor by UL.

4.5 Application for Payment

Contractor shall on a monthly basis submit applications of payment to the specified UL Representative for services performed during such month incurred during such month, all in a form and containing such detail as may reasonably be requested by UL.

4.6 Payment

Provided that Contractor is not in default under this Agreement and submits an application for payment hereunder reasonably in accordance with this Agreement and is then reasonably in compliance with the terms and conditions of this Agreement, UL shall pay all amounts applied for in such application within forty-five (45) days after the receipt by the UL of such application. Applications for payment submitted hereunder by Contractor are subject to review and approval by UL. If UL should dispute any amount included in any application for payment submitted hereunder by Contractor, UL shall pay, in accordance with the terms of this Agreement, any amounts included in such application and not disputed.

4.7 Withholding of Payments

No deductions shall be made from any amounts payable hereunder to Contractor on account of any penalty, liquidated damages, retainage or other sums claimed or withheld by UL from payments to the Other Parties, provided however that UL shall be entitled to withhold amounts payable hereunder to Contractor to the extent that such amounts are the subject of a formally-submitted written Claim in accordance with Article 8.3, or similar between UL and Contractor.

ARTICLE 5: INSURANCE

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5.1.1 Insurance Provided by Contractor
Insurance Issuer
Required Notices
Required A rating documentation
Cancellation Warnings

5.1.2 Commercial General Liability Insurance
General Aggregate $2,000,000
Products/Completed
Operations Aggregate $1,000,000
Personal & Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (any one fire) NIL
Medical Insurance (any one person) NIL

5.1.3 Comprehensive Automotive Liability Insurance
The minimum amount of limits shall be $1,000,000 for each occurrence - bodily injury and property damage.

5.1.4 Workers Compensation Insurance
Each Accident $1,000,000
Disease - Policy Limits $1,000,000
Disease - Each Employee $1,000,000

5.1.5 Umbrella
$5,000,000

5.2 Insurance Provided by the UL

UL shall be responsible for its own liability insurance and, at its option, may purchase and maintain such insurance as will protect UL against claims which may arise from operations under this Agreement.

ARTICLE 7: MUTUAL INDEMNIFICATION

6.1 Contractor agrees to indemnify and hold harmless UL and its respective members, managers, employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage to the extent that such arise out of or result from negligent or willful acts or omissions of Contractor or any party for whose negligent or willful acts or omissions th Contractor may be responsible, including without limitation, any party retained by, through and/or under th Contractor, provided however that Contractor shall not be deemed hereunder to be responsible for any acts or omissions of Other Parties retained by, through or under the Other Parties.

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6.2 UL agrees to indemnify and hold harmless Contractor, its subcontractors and their employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage to the extent that such arise out of or result from the negligent or willful acts or omissions of UL or any party for whose negligent or wrongful acts or omissions UL may be responsible, including without limitation any party retained by, through or under UL, provided however that UL shall not be deemed hereunder to be responsible for any acts or omissions of Contractor or any party retained by, through or under Contractor.

6.3 Limitation of Liability

Neither UL nor Contractor shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Article 5 above.

Notwithstanding any other provision in this Agreement, and regardless of the legal theory on which the claim is made, Contractor's aggregate liability for damages, including that of Contractor's officers, directors, employees, and agents shall be limited to $1,000,000 or the amount of Contractor's fee, whichever is greater, and shall apply to any continuation or extension of services.

6.4 Waiver of Subrogation

The UL and Contractor waive all rights against each other for damages occurring during the Project to the extent covered by valid and collectible insurance other than for professional liability and to the extent that insurance proceeds are actually received. The UL and te Contractor shall each require similar waivers in favor of the UL and Contractor from all parties retained by, through or under each in connection with the services and the Project.

ARTICLE 8: TERMINATION, SUSPENSION, DISPUTE RESOLUTION

7.1 Termination

7.1.1 This Agreement may be terminated by:

7.1.1.1.1 Either UL or Contractor upon thirty (30) days ' prior written notice to the other should the other fail substantially to perform in accordance with the terms and conditions hereof ; or if all or a substantial part of the Project is stopped for a period of 120 days under an order of any court or other public authority having jurisdiction over the Project or as a result of a governmental act; or

7.1.1.1.2 UL for any reason upon thirty (30) days' prior written notice.

7.1.2 In the event of any termination of this Agreement which is not the fault of Contractor, Contractor shall be paid all amounts payable hereunder to Contractor in respect to authorized services properly and timely performed through the effective date of termination. Under no circumstances

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shall Contractor be entitled to anticipated revenue or profit on the value of services not performed.

7.1.3 In the event Contractor is in default under this Agreement and this Agreement is terminated by UL, UL shall be required to pay Contractor only for those services which have been properly rendered hereunder by Contractor.

7.2 Suspension

7.2.1 UL may in writing order Contractor to suspend all or any part of the services required to be performed under this Agreement by Contractor for the convenience of UL or for any work stoppage beyond the control of UL or Contractor. If the performance of all or any part of the services required to be performed under this Agreement by Contractor is so suspended, Contractor's compensation for remaining Basic Services or Optional Services and the schedule for the performance of any remaining services shall be equitably adjusted if appropriate and this Agreement shall be amended in writing accordingly by UL and Contractor. Temporary suspensions or curtailment of Project activities required in connection with LSU sponsored activities such as infrastructure Project activities undertaken by the State lasting less than seven (7) consecutive days or similar occurrences shall not be considered a suspension for purposes of Section 8.2.

7.2.2 In the event that the services required to be performed under this Agreement by Contractor are suspended by UL, UL shall be required to pay Contractor only for those authorized services which have been properly and timely rendered hereunder by the Contractor.

7.2.3 Persons assigned to another project during any such suspension period and not available to perform services in respect to the Project upon the cessation of any such suspension period shall be replaced by Contractor.

7.2.4 Subject to the provisions of this Agreement, a suspension of the Project shall not terminate this Agreement.

7.3 Dispute Resolution

7.3.1 UL and Contractor shall attempt to settle any dispute, disagreement, or claim arising out of, or in any way related to, this Agreement through good faith consultations between appropriate representatives of each Party. Subject to the provisions of Paragraph 8.3.2, any dispute, disagreement, or claim that is not resolved to the parties' mutual satisfaction within thirty (30) days (or such longer period as may be mutually agreed at the time) from the date either Party invokes this provision through written notice to the other Party, shall be resolved through mediation and, if not resolved by at mediation within ninety (90) days, then by binding arbitration in Baton Rouge, LA. Both mediation and arbitration shall be in accordance with the rules and procedures of the American Arbitration Association ("AAA"). The parties shall share the costs of

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arbitration, including the fees and expenses of the arbitrator, equally unless the arbitration award provides otherwise. The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the United States Arbitration Act ("US AA") and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator's decision shall be final, binding and enforceable in any court of competent jurisdiction. All post-award proceedings shall be governed by the **USAA**.

7.3.2 Nothing in this Agreement shall be construed to prevent either Party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergency relief to restrain the other Party from releasing Work Product, Improvements, or Proprietary Models to a third party, seeking to transfer intellectual property rights thereto, in contravention of Section 5 above, or requiring specific performance in connection with Section 8.3.4. Each Party shall be entitled to assert damage claims in such proceedings.

7.3.3 Nothing in this Article 8 shall be construed to limit or otherwise affect UL's right to terminate this Agreement with or without Cause pursuant to the provisions of Article 8 of this Agreement.

7.3.4 In the event of disputes over time, money or scope, except for cases involving non-payment of undisputed sums due Contractor by UL, Contractor will continue to perform its services under this Agreement, unless work is suspended by UL, pending final resolution of such disputes in accordance with the terms of this Agreement.

7.4 Notices

All notices or other communications required or permitted by Article 8 of this Agreement to be given to UL or the Project Advisor shall be deemed to have been given when made in writing between the Project Lead for Contractor team and UL Representatives.

ARTICLE 9: ADDITIONAL PROVISIONS

8.1 Press Releases

Contractor shall not issue any press releases or respond to media inquiries concerning the Project.

Notwithstanding the foregoing, Contractor shall have the right to disseminate promotional materials concerning its engagement as a Contractor to UL. All promotional materials shall be subject to the provisions of this Agreement relating to Confidential Information set forth in Section 5 above.

8.2 Independent Contractor

In the performance of its duties and obligations under this Agreement, Contractor is an independent contractor. Neither Contractor nor any of its employees, agents, or subcontractors shall be considered

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employees, servants, agents, partners, or joint venture partners of or with UL by reason of this Agreement.

8.3 Waiver

No waiver of any of the terms of this Agreement or of any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

8.4 Hazardous Materials

Unless otherwise provided in this Agreement, Contractor shall have no responsibility for the discovery of hazardous materials in any form at the individual project sites, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, lead paint, toxic mold or other toxic substances.

8.5 Severability

If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.6 No Personal Liability

All actions or claims against UL, or Contractor arising under or relating to this Agreement shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets and insurance of such Party.

8.7 No Third-Party Beneficiary

Except as otherwise specifically provided herein, the provisions of this Agreement are for the exclusive benefit of UL and Contractor. Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

8.8 Assignment: Subcontracting

During the term of this Agreement and following its expiration or termination for any reason, neither Party may assign this Agreement nor any right, claim or duty hereunder, in whole or in part, without the other Party's prior written consent. Contractor shall be entitled to engage subcontractors to assist Contractor in its performance of this Agreement with UL's prior written consent, which consent shall not be withheld unreasonably; provided, that Contractor's engagement of any subcontractor shall not relieve Contractor of its obligations to UL under this Agreement or impose any liability or obligations upon UL to any such subcontractor. Contractor agrees that UL may assign this Agreement, in whole or in part, to either LSU or to a limited liability company or other special purpose entity provided that

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the assignee agrees to assume the obligations of UL and cure any default existing as of the effective date of such assignment, and that UL's assignment shall not relieve UL of its obligations to Contractor under this Agreement.

8.9 Relationship Between REFF and LSU

Contractor acknowledges and agrees that REFF is a private non-profit corporation and the sole member of UL, that REFF, UL and LSU are separate entities in law and in fact, that while UL is undertaking this Project for benefit of LSU it is not an agent of or for LSU and has no authority to bind LSU. Contractor further acknowledges and agrees that neither LSU nor the State of Louisiana shall be liable, directly or indirectly for the payment of any sums or their performance of any obligations arising out of the work performed in connection with this Agreement.

8.10 Counterparts

This Agreement may be executed in counterparts, and by each Party on separate counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. Each Party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such Party to the covenants, terms and conditions stated herein.

8.11 Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Louisiana and the venue for any action brought or arising under this Agreement shall be in a court of competent jurisdiction located in East Baton Rouge Parish, Louisiana.

8.12 Conflict of Interest

Contractor shall disclose potential conflicts of interest dealing with its involvement with any party or contracting to provide services to UL for the Project. UL will review the Contractor's disclosures and make a judgment as to whether a problematic conflict exists. If it does, the UL may direct Contractor as to the management, reduction, or elimination of the conflict or potentially the termination of the agreement with Contractor to avoid the conflict in its entirety.

8.13 Construction

The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable

8.14 Delay or Omissions

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No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach by any other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. Project Funding may be from Federal sources, as such compliance with CDBG contract clauses (attached as Exhibit D) is required.

8.15 **Force Majeure**.

If the performance by either party of any obligation hereunder is delayed by acts of God, strikes, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics, quarantines, unusually severe and unfavorable weather conditions, or not reasonably within the control of the party ("Force Majeure"), such Force Majeure shall be grounds for an extension of time deadlines under this Agreement. In the case of any such delay, the party experiencing the delay shall inform the other party within seven days from becoming aware of any such delay in writing, at which time the parties shall set new deadlines, subject to further extension by reason of the same Force Majeure.

8.16 Exhibits

The annexed Exhibits shall be construed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any fact disclosed on one Exhibit hereto shall be deemed to be disclosed on each other applicable Exhibit.

8.16.1 Exhibit A— Big Gator Construction LLC Proposal

8.17 Entire Agreement

This Agreement represents the entire and integrated agreement between UL and Contractor in respect to the Project and supersedes all prior negotiations, representations or agreements, either written or oral, between UL and Contractor. This Agreement may not be modified, amended, or waived in whole or in part, except by subsequent written instrument signed by both UL and Contractor.

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UNIVERSITY LAKES LLC SIGNATURE PAGE TO

CONSTRUCTION SERVICES AGREEMENT

University Lakes LLC has executed this Agreement dated:

august 29

_____, 2024.

UNIVERSITY LAKES LLC:

BY: _____

Robert M. Stuart, Jr.

Title: Manager

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BIG GATOR CONSTRUCTION LLC SIGNATURE PAGE TO CONSTRUCTION SERVICES AGREEMENT

BIG GATOR CONSTRUCTION LLC has executed this Agreement dated:

8/29, 2024.

BIG GATOR CONSTRUCTION LLC

BY: _____

Title: CEO

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Title	Campus Lake Tree Clearing Contract
File name	College_Lake_Tree_Clearing.pdf
Document ID	e7ab9003c219bb75013c4727c465fdbf7ec95baf
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

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VIEWED	**08 / 29 / 2024** 14:26:16 UTC-5	Viewed by Robert M. Stuart, Jr. (rstuart@lsufoundation.org) IP: 167.96.34.140
SIGNED	**08 / 29 / 2024** 14:27:32 UTC-5	Signed by Robert M. Stuart, Jr. (rstuart@lsufoundation.org) IP: 167.96.34.140
COMPLETED	**08 / 29 / 2024** 14:27:32 UTC-5	The document has been completed.