

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF CADDO**

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between the Louisiana Department of Culture, Recreation and Tourism, Office of Tourism, hereinafter referred to as the "State," and the Shreveport-Bossier Convention and Tourist Bureau, d/b/a Louisiana North whose domicile is 629 Spring Street, Shreveport, Louisiana 71101; hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, in accordance with La. R.S. 51:1254, the Office of Tourism is responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana's history, culture, art, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, site, attractions, accommodations, and events; and the Office of Tourism is mandated to encourage and assist local governmental and private sector development for the promotion of tourism; and

WHEREAS, in accordance with La. R. S. 51:1255, the Office of Tourism is mandated to cooperate with all governmental agencies, tourists, promotion agencies, private industry, and private nonprofit associations and organizations in promotion, advertising, and publicity of the state, including cooperative advertising, formation of local promotion groups, and other activities necessary and proper to promote and assist in the expansion of tourism and the tourism industry in Louisiana; and

WHEREAS, in accordance with La. R.S. 33:4574(B)(24), the Shreveport-Bossier Convention and Tourist Bureau is commissioned, authorized and empowered to expand and increase the economic impact of tourism in Bossier and Caddo Parishes; and

WHEREAS, Louisiana North is a consortium of 82 cities located in a 29 parish area in the northern region of the state, whose mission includes fostering a spirit of partnership within North Louisiana Parishes and to develop and implement innovative and effective programs and initiatives that will grow the tourism industry in the area, through collaborative partnership. The goal is to increase the economic impact through job creation, which will result in a greater tax base for localities and the state. It is the mission of the Louisiana North Partnership to bring more visitors to the region known as Louisiana North; get them to stay longer; and spend more money."; and

WHEREAS, the State desires to support the Contractor by providing supplemental funding to offset costs associated with the implementation of the 2011 Louisiana North Marketing Plan, an initiative developed to represent the consortium of 82 cities located within the 29 parish region; and

WHEREAS, the 2011 Louisiana North Marketing Plan (Explore Louisiana North) was developed with the goal of increasing awareness of the Louisiana North Brand, promoting leisure, group and convention travel, advertising efforts will target specific demographics, including subscribers to targeted publications. The editorials and/or advertisements will be designed to showcase the unique tourism assets, presenting the entire region as a tourism destination; and

WHEREAS, the implementation of the plan includes collaborative efforts among the partners to produce publicity brochures, media materials and media kits and to participate in consumer trade shows, provide website expansions, monthly newsletters, sales calls and missions, media familiarization tours, and other activities designed to develop, improve, and promote the travel industry in North Louisiana; and

WHEREAS, it is anticipated that the public benefit of maintaining awareness and positive image of the state as a unique and desirable travel destination is proportionate to obligations undertaken by the State. Louisiana's economy and tourism industry will benefit from this endeavor.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Contractor hereby agrees to furnish the following services as provided herein and in greater detail in Exhibit A, which is by this reference incorporated herein:

Contractor shall collaborate with North Louisiana parishes including: Avoyelles, Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, Concordia, Desoto, East Carroll, Franklin, Grant, Jackson, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll and Winn to plan and implement marketing activities to promote Louisiana leisure, business, convention and tourism travel under the 2011 Louisiana North Marketing Plan, also identified as Explore Louisiana North.

Regional Planning Meetings

Contractor shall utilize funds to offset costs associated with planning and implementing at least four (4) regional planning meetings for the purpose of carrying out activities to implement the 2011 Louisiana North Marketing Plan (Explore Louisiana North) in the cities of Monroe, Alexandria, Colfax and one meeting in an eastern location (TBA). The intent of the meetings is to ensure that activities are in place to organize efforts, evaluate progress and develop ongoing strategies for continued success.

Marketing, Trade and Travel Initiatives shall include the following services:

1. Actively participate in at least twelve Consumer Travel and/or Trade Shows as listed below.
2. Provide at least three (3) Media Familiarization tours with itineraries showcasing North Louisiana assets, business resources, and other sites of interest.
3. Coordinate and conduct at least one Travel Counselor Familiarization tour of North Louisiana tourism destinations.
4. Market the region with monthly email newsletters to potential travelers, consumer markets, media outlets, and other tourism agents or representatives with the primary focus on a different parish and its unique assets, each month.
5. Represent the Louisiana Convention and Visitors Bureaus for the entire region to promote the region as a tourist destination for the Bank Travel - 2011 Show
6. Aggressively promote RV and camping opportunities/sites available by participating in opportunities with the Family Motor Coach Association.

7. Collaborate with the various parishes to produce brochures that showcase the historical, cultural and art sites and opportunities of the region.
8. Aggressively collaborate as a group to seek ways to engage in and develop potential opportunities for participating in the Film Industry business.
9. Seek ways to identify and promote attractions and restaurants in the North region by redesigning and/or upgrading the website and internet publicity for the project including identifying ways to promote tourism through GPS and MapQuest systems.
10. Promote the unique cuisine and attractions of North Louisiana, on websites, in printed materials, and in media opportunities where available.

Consumer Travel/Trade Shows

Contractor shall plan marketing strategies for participation in twelve (12) Consumer Travel and/or Trade Shows/Expos, including outdoor recreation shows, aimed at leisure travelers which target specific demographics. Statistics show that an overwhelming percentage of visitors to Louisiana (75%) are leisure tourism travelers, 14% professional business and 11% personal business. Based on these statistics, the largest number of visitors appear to come from the neighboring states of Louisiana to include Texas, Florida, Oklahoma, Arkansas, Mississippi and Colorado with most travelers to Shreveport/Bossier coming from within Louisiana, and the states of Texas and Arkansas, the following tourism travel events have been identified for participation:

Travel Events 2011	Date of Event
AAA Great Expectations Travel Show - Columbus, Ohio	Jan. 21-24, 2011
BassMaster Classic - New Orleans, LA	February 18-20, 2011
New York Times Travel Show – New York	February 25-27, 2011
Gulf Coast Garden & Patio Show – Biloxi, MS	February 25-27, 2011
Southern Women’s Show – Memphis, TN	March 11-13, 2011
Home & Outdoor Living – Jackson, MS	March 18-20, 2011
BassMaster Elite – Toledo Bend	April 11, 2011
Southern Women’s Show – Memphis, TN	April 14-17, 2011
Woodland’s Women’s Show – Woodland, TX	May 1-2, 2011
Rotary International Convention – New Orleans, LA	May 21-25, 2011

Media Familiarization Tours (FAM)

Contractor shall coordinate efforts with parish tourism agents in the North Louisiana region to plan and implement at least two (2) Media FAM tours during the contract period, which will provide both complimentary and/or reduced rates to tour group operators, travel agents, travel writers, public media sources and other stakeholders in the industry to acquaint these travel publicity agents with a host of specific travel information to promote the tourism industry of North Louisiana. Contractor shall work with suppliers of tourism services to secure an itinerary at no charge when possible.

Spring FAM tours

Event	Date
Travel Counselor FAM Tour (Rapides, Caldwell, Catahoula, Concordia, Avoyelles)	June 15 – 17, 2011
Spring Travel Writer FAM (Caddo, Bossier, Desoto, Natchitoches, Grant, Rapides)	May 1 – 4, 2011

Travel Counselor Familiarization Tour

Contractor shall coordinate efforts with parish tourism agents (Travel Counselors) in the North Louisiana region to identify the frontline representatives of the Louisiana tourist industry, which will include ambassadors for hotels, casinos, sporting events, restaurants, parks and other tourism sites of interest and conduct a three-day regional familiarization tour to afford these representatives the opportunity to experience the sights, sounds, and cuisine of North Louisiana in order to represent the industry with firsthand knowledge.

Other Responsibilities & Reporting Requirements

- a) **Explore Louisiana North Website Enhancements-** Contractor shall provide enhancements to the Louisiana North website www.exploreloouisiananorth.org to provide continuous improvements to the interactive map, calendar of events, and the city/parish selection search criteria to afford visitors a state-of-the art experience and access to up-to-date travel information at www.exploreLouisianaNorth.org.
- b) **Acknowledgement of State Sponsorship** - Contractor shall acknowledge the Louisiana Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism as a supporting sponsor of the initiative in all printed publicity efforts including printed advertising, speaking engagements, and other media efforts associated with the campaign. In printed publicity materials, Contractor shall prominently insert the State's official tourism logo "**Louisiana Pick Your Passion**" to show acknowledgement of the State's support.
- c) **Website Acknowledgement of State Support**-Contractor shall acknowledge the Louisiana Office of the Lieutenant Governor and Department of Culture, Recreation and Tourism, Office of Tourism as an official sponsoring supporter by prominently placing the State's official tourism logo "**Louisiana Pick Your Passion**" on all prominent websites used to promote Explore Louisiana North including www.exploreloouisiananorth.org and shall provide a link to the State's travel website www.LouisianaTravel.com from the Explore Louisiana North website.
- d) **Solicitation of State Tourism Support from Parish Partners-** Contractor shall encourage all members of the Louisiana North Partnership to support the State's overall tourism industry by seeking opportunities to include the State's official tourism logo "**Louisiana Pick Your Passion**" in printed publicity materials as well as encourage partners to include the logo with link to www.LouisianaTravel.com on tourism partner websites in support of the entire state tourism industry and to promote statewide tourism opportunities.
- e) **Progress Reports** - Contractor shall provide **Progress Reports** with each invoice submitted to the State providing updates and detailed information regarding services performed such as but not limited to travel shows attended, meetings, website site updates, list of new collaborators/partners, leads generated, added initiatives, events of interest, publicity materials developed and media/publicity efforts. Contractor shall also provide copies of collateral materials developed that acknowledge the State's tourism support.
- f) **Final Report** - Upon completion of all services, Contractor shall submit a final invoice and provide a **Final Report** of activities that shall include information on marketing initiatives, website updates, and status on activities, successes, challenges, opportunities, added partnerships, number and list of leads generated, projects, meetings and/or planning sessions, shows attended, FAM tours attended and/or initiated, exhibits, etc and shall describe the effectiveness of the endeavor as it relates to the specific goals, objectives and performance measures as outlined in Exhibit A of this agreement. Contractor shall also provide documentation of acknowledgment of the State's support of this initiative by providing

copies of collateral materials developed that acknowledge the State's support, media/press clippings derived from activities, advertisements and shall provide a list of websites, including partners that acknowledge the State's support of the initiative. Contractor agrees to submit the final report within 45 days of the completion of services.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay Contractor a maximum amount of **Fifty Thousand Dollars and 00/cent (\$50,000.00)**. Travel and other reimbursable expenses constitute part of the total maximum payable and shall not be paid or reimbursed separately. Payment will be made only on approval of Jack Warner, Deputy Assistant Secretary of the Office of Tourism, his supervisor, designee or successor.

If progress and/or completion to the reasonable satisfaction of the State are obtained, payments shall be disbursed as follows:

Upon reasonable completion of services as described in the Scope of Services, the Contractor shall submit **Progress Reports** and an original invoice for the total amount being requested. All requests for payments must include a complete listing of services provided, accompanied by attached supporting documentation for the payment request, in accordance with the attached budget (Exhibit B) of this agreement. **Progress Reports** shall provide the details of services as noted in Item C under Deliverables and Services. Upon verification of the billable services noted on the invoice, and in accordance with the terms the agreement and the budgeted expenses, the Contract Monitor will authorize the release of payment. A Final Report and invoice must be submitted to the State within 45 days of the termination or expiration of this agreement.

Payment is also contingent upon the approval of this agreement by the Louisiana Division of Administration, Office of Contractual Review and the availability of funds to meet the obligation.

If it is found in any audit that the Contractor defaulted on the agreement, breached the terms of the agreement, ceased to do business as agreed, or ceased to do business in Louisiana, the Contractor shall be required to repay the State in accordance with the State's terms.

Contractor is informed that no funds appropriated under Act 11 of the 2010 Regular Legislative Session shall be transferred to a entity which is not a budget unit of the State unless the Contractor executes a copy of the Agreement and submits to the State for approval, a comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The Louisiana Office of Tourism shall submit the Agreement, the Budget, and any other required information to the Louisiana Legislative Auditor for approval.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under the Federal tax identification number 72-0695867.

Termination for Cause

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the agreement; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the

State may, at its option, place Contractor in default and the agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at Contractor's expense at termination or expiration of this contract.

Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

Fiscal Funding Clause

The continuation of this contract is contingent upon the legislative appropriation of funds to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Term of Contract

This contract shall begin on **January 1, 2011** and shall terminate on **August 15, 2011**.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any Act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification Clause

Contractor shall indemnify and hold harmless the State against any and all final judgments of sums of money to any party for loss of life or injury or damage to person or property to the extent that any such final judgment results from any negligent act or omission of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on June 6, 2011 (date).

WITNESSES:

Department of Culture, Recreation, & Tourism

[Signature]
[Signature]

Charles R. Davis
Charles R. Davis, Deputy Secretary

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on 6/3/11 (date).

WITNESSES:

[Signature]
Jim Hutchinson, Assistant Secretary
DCRT, Office of Tourism

[Signature]
[Signature]

THUS DONE AND SIGNED AT Shreveport, Louisiana on 6/10/11 (date).

WITNESSES:

Shreveport-Bossier Convention and Visitors Bureau

[Signature]
[Signature]

[Signature]
Stacy Brown
President

THUS DONE AND SIGNED AT Shreveport, Louisiana on 6/10/2011 (date).

WITNESSES:

Shreveport-Bossier Convention and Tourist Bureau,
d/b/a Louisiana North

[Signature]
[Signature]

[Signature]
Johnny Wessler, E. D.

Exhibit A

Agency Name: DCRT, Office of Tourism
Contractor's Name: Shreveport-Bossier CTB d/b/a Louisiana North
Contract Monitor: Jack Warner

Detailed Goals and Objectives:

The goal in this endeavor to provide funding to offset costs associated with the implementation of the 2011 Louisiana North Marketing Plan (Explore Louisiana North). The objective is to promote opportunities for leisure tourism, group tourism and conventions and to increase media exposure for north Louisiana. Implementation includes planning meetings, the production of publicity materials, participation in consumer trade shows, website expansions, monthly newsletters, sales calls and missions, media familiarization tours, and other collaborative efforts designed to develop, improve and promote travel opportunities and tourism resources that are available in North Louisiana.

Deliverables include the following:

- Successful implementation of the 2011 Louisiana North Marketing Plan
- Participation in consumer travel and trade shows
- Progress reports providing details of efforts and results
- Updates and the maintaining of the Explore Louisiana North website
- Documentation of acknowledgement of the State's support in printed materials
- Tourism publicity received as a result of marketing efforts
- Tourism leads and initiatives that are generated as a result of efforts
- Copies of media releases regarding tourism activities in the Northern parishes
- Prominent placement of the State's official tourism logo "**Louisiana Pick Your Passion**" in publicity materials and on the www.exploreloouisiananorth.org website with links to www.LouisianaTravel.com as well as other parish partner websites.

Performance Measures:

Contractor's performance will be measured by the results derived from the marketing efforts to include: number of trade shows attended, number of leads generated at trade shows, number of planning meetings, number of articles derived from FAM tours, marketing tools developed, website links, quality of the Louisiana North website including the usefulness of information, recorded observations noted from trade shows, events generated as a result of efforts, tourism inquiries generated, and generated opportunities for conventions, sports activities, religious events, business conferences and other leisure or business travel to Louisiana.

Monitoring Plan:

Jack Warner, Deputy Assistant Secretary of the Office of Tourism will serve as the State's Contract Monitor and will ensure the Contractor's adherence to the terms of the contract in the following manner:

- Contract Monitor will review documentation to ensure compliance with the terms of the agreement prior to authorizing any release of payment.
- Contractor Monitor will review information submitted in the Progress Report and Final Report to ensure that the stated goals and objectives have been met and will complete and submit to the Office of Management and Finance, a Performance Evaluation an within 45 days of the completion of services or the termination date of this agreement.

Utility of Final Product:

Services provided under the terms of this agreement will assist Louisiana in promoting tourism opportunities in the northern region of the state to include leisure tourism, group tourism, conventions and media exposure, and will involve the production of publicity materials, participation in consumer trade shows, website expansions, monthly newsletters, sales calls and missions, media familiarization tours, and other collaborative efforts designed to develop, improve and promote the travel and tourism industry in North Louisiana. Louisiana's economy and tourism industry will benefit from the publicity and marketing efforts performed as a result of this endeavor, with the results being increased travel to the state and increases in tax revenue.

PROJECT BUDGET
Shreveport – Bossier Convention & Tourist Bureau
Explore Louisiana North

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Total Projected Income 2011

Louisiana Office of Tourism	\$50,000.00
Louisiana North Sponsorships	\$53,790.00
Other Sponsorships/Buy Ins Special Projects	\$50,000.00
Total Revenue Expected for the Project	\$153,790.00

Anticipated Expenses

Consumer Travel/Trade Shows	Date	Total Budgeted	Tourism Cost
AAA Great Expectations Travel Show - Columbus, Ohio	Jan. 21-24, 2011	2000.00	2000.00
BassMaster Classic - New Orleans, LA	February 18-20, 2011	1500.00	1500.00
New York Times Travel Show – New York	February 25-27, 2011	3750.00	3750.00
Gulf Coast Garden & Patio Show – Biloxi, MS	February 25-27, 2011	575.00	575.00
Southern Women’s Show – Memphis, TN	March 11-13, 2011	1075.00	1075.00
Home & Outdoor Living – Jackson, MS	March 18-20, 2011	875.00	875.00
BassMaster Elite – Toledo Bend	April 11, 2011	5000.00	5000.00
Southern Women’s Show – Nashville, TN	April 14-17, 2011	1175.00	1175.00
Woodland’s Women’s Show – Woodland, TX	May 1-2, 2011	1375.00	1375.00
Rotary International Convention – New Orleans, LA	May 21-25, 2011	2000.00	2000.00
Group & Travel Planner Market/Trade Shows			
		20000	0
Bank Travel – Baton Rouge	February 6-8, 2011	2500	0
TOTAL TRAVEL/TRADE		41,825.00	19,325
MEDIA/FAM TOURS			
Small Meetings Marketplace-sponsorship		2500.00	2500.00
Travel Counselor FAM Tour (Rapides, Caldwell, Catahoula, Columbia, Avoyelles)	June 15 – 17, 2011	3500.00	3500.00
Spring Travel Writer FAM Tour (Caddo, Bossier, Desoto, Natchitoches, Grant, Rapides)	May 1 – 4, 2011	9000.00	9000.00
Media Package Development		5000.00	5000.00
TOTAL MEDIA/FAM ACTIVITIES		20,000.00	20,000.00
TOTAL		\$61,825.00	\$39,325.00

**Shreveport – Bossier Convention & Tourist Bureau
Explore Louisiana North
Project Expenses 2011
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Marketing/Advertising Expenses

Expense Category	# Print	Total Cost	LOT Contribution
Creative - Print Ad. 6x9 postcard w/recipe, etc	10,000	1,250	0
LA North Brochures	50,000	22,000	10,675
Outdoor Brochures	10,000	3,675	0
Promotional Items (10,000 pieces)		8,500	0
Postage (direct mail pieces)		1,185	0
LA North Bags	20,000	2,225	0
Storage		900	0
Website Development		3000	0
Trade Show Promotional Items		5000	0
Constant Contact E-Newsletter		1200	0
Dues & Subscriptions		365	0
Banner Ad/Page www.tourlouisiana.com		1500	0
TOTAL MARKETING/ADVERTISING		\$50,800	\$10,675

Operating Expenses

Executive Director Salary	\$30,000	0
Travel Expenses (Lodging/Meals-Trade Shows)	\$7,000	0
Travel Expenses (local activity)	\$2,800	0
Office Supplies	\$1,000	0
Dues & Subscriptions	\$365	0
Total Operating	\$41,165	\$0

Total Budgeted Expenses **\$153,790.00** **\$50,000.00**