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Miscellaneous. No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought. In the event that any of the terms of this Agreement is, becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, the parties agree to negotiate in good faith to draft a new agreement that comports with the original intent of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written

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