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THEREFORE, with the intent to be legally bound, the parties hereby agree as follows:

### **Agreement**

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**Miscellaneous****Notices**

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the court, agency or arbitrator considering the matter is hereby authorized to (or, if such court, agency or arbitrator is unwilling or fails to do so, then the parties shall) amend such provision to the minimum

extent necessary to make such provision enforceable, and the parties hereby consent to the entry of an order so amending such provision

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