

CONSTRUCTION AGREEMENT

NEPALI CULTURAL AND SPIRITUAL CENTER

1212 ROYAL PARKWAY, EULESS, TX

This Construction Contract (the "Contract" or "Agreement") is made as of September 28, 2021 (the "Effective Date") by and between Nepali Cultural and Spiritual Center ("NCSC", "Owner") of 1212 Royal Parkway, Euless, Texas 76039 and Raul Sandoval Construction, ("RSC", "General Contractor", "Contractor") of 7392 LakeRidge Pkwy, Suite 100, Grand Prairie, TX 75054 (individually a "party", together the "parties").

RSC desires to provide Construction services to NCSC and NCSC desires to obtain such services from RSC.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on October 1st, 2021, RSC will provide to NCSC the following services (collectively, the "Services"):

2. **SCOPE OF WORK AND LINE ITEM(S) COSTS.** RSC will provide all services, materials and labor for the stated costs at 1212 Royal Parkway, 1250 Royal Pkwy and 2205 Euless Blvd Euless, Texas, hereinafter referred to as ("Work Site", "Phase-1 Civil Project") as follows:

EROSION CONTROL					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
1	Stabilized construction entrance (50' minimum length)	EA	2.00	680.00	\$1,360.00
2	Silt fence	LF	1145.00	5.48	\$6,274.60
3	Check dams (rock)	EA	2.00	680.00	\$1,360.00
4	Inlet erosion control stage 2	EA	5.00	350.00	\$1,750.00
5	SWPPP & Erosion controls maintenance	LS	1.00	800.00	\$800.00
6	SWPPP signage	EA	1.00	680.00	\$680.00
TOTAL FOR EROSION CONTROL:					\$12,224.60

SITE CLEARING					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
7	Clearing, Grubbing, Stripping after tree removal	AC	1.00	14,500.00	\$14,500.00
8	Tree removal per UFP including tree protection fencing	AC	1.00	18,500.00	\$18,500.00
TOTAL FOR SITE CLEARING:					\$33,000.00

SANITARY SEWER					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
9	SWPPP > 1 acre	LS	0.00	0.00	
10	Large Stone Riprap, grouted	SY	0.00	0.00	
11	Service drops	SY	0.00	0.00	
12	Utility Service Surface Restoration (seed)	SY	0.00	0.00	
13	Post-CCTV Inspection	LF	0.00	0.00	
14	Manhole Vacuum Testing	EA	0.00	0.00	
15	Trench Safety	LF	0.00	0.00	
16	Concrete Collar	EA	0.00	0.00	
17	Imported Embedment/Backfill, CSS	CY	0.00	0.00	
18	Sanitary Sewer MH	EA	0.00	0.00	
19					\$0.00
20					\$0.00
TOTAL FOR SANITARY SEWER (CFA):					

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WATER					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
21	Trench Safety	LF	1507.40	1.25	\$1,884.25
22	Concrete Encasement for Utility Pipes	CY	30.00	52.00	\$1,560.00
23	Ductile Iron Water Fittings w/ Restraint	TON	1.00	3,640.00	\$3,640.00
24	8" Water Pipe	LF	85.00	630.00	\$53,550.00
25		LF			\$0.00
26	Fire Hydrant	EA	1.00		\$0.00
27		EA	1.00		\$0.00
28		EA	3.00		\$0.00
29		EA	4.00		\$0.00
30		EA	2.00		\$0.00
TOTAL FOR WATER (CFA):					\$60,634.25

STORM DRAINAGE					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
31	18" RCP&ADS	&ADS	126.00	96.90	\$12,209.40
32	12" RCP&ADS	LF	35.00	85.00	\$2,975.00
33	27" RCP &ADS	LF	60.00	166.50	\$9,990.00
34	30" RCP &ADS	LF	290.00	187.50	\$54,375.00
35	Wire connections	EA	1.00	1,140.00	\$1,140.00
36	30" Head wall	EA	1.00	4,900.00	\$4,900.00
37	10' curb inlet including throat at 5' up and downstream	EA	5.00	8,900.00	\$44,500.00
38	5x5, 4x4 j box	EA	4.00	3,200.00	\$12,800.00
39	27" type "C" headwall	LF	1.00	3,800.00	\$3,800.00
40	Remove top of existing inlet, convert to j-box per TxDOT detail	LS	1.00	2,700.00	\$2,700.00
41	8" x 12" grouted rock rip-rap	SY	170.00	89.00	\$15,130.00
42	Stage 1 inlet protection (pre-paving)	EA	5.00	380.00	\$1,900.00
43	T.V. storm sewer	LF	664.00	1.25	\$830.00
TOTAL FOR STORM DRAINAGE:					\$167,249.40

PAVING (ONSITE)					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
44	6" lime treated subgrade preparation	SY	4446.00	17.30	\$76,915.80
45	Lime (42#/SY)	TON	102.00	170.00	\$17,340.00
46	6" reinforced concrete pavement 4000 psi; #4 @ 18"	SY	4363.00	35.36	\$143,662.41
47	9" reinforced concrete pavement 4000 psi; #4 @ 18"	SY	196.00	76.47	\$14,988.12
48	8" cont. reinforced concrete PVMT (Driveway)	SY	346.00	66.47	\$22,998.62
49	8" lime treated subgrade preparation (Driveway)	SY	378.00	19.30	\$7,295.40
50	6" hot mix TY "D" underlay including primer (Driveway)	TON	85.00	144.00	\$12,240.00
51	Sawcut line	LF	357.00	12.12	\$4,326.84
52	Decorative concrete finish, Dyed concrete with stamped pattern	SQFT	14540.00	1.25	\$18,175.00
53	Std. street header	LF	30.00	120.00	\$3,600.00
TOTAL FOR PAVING (ONSITE):					\$321,542.19

PAVING (Miscellaneous)					
ITEM#	DESCRIPTION OF ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT OF BID
54	4" Conc Sidewalk	SF	7544.00	3.80	\$28,667.20
55	9" Concrete Driveway	SF	1286.00	12.07	\$15,522.02
56	Retaining wall Guard rails	EA	6.00	1,200.00	\$7,200.00
57	Topsoil	LF	221.00	85.00	\$18,785.00
58	Block Sod Placement	SY	336.00	12.72	\$4,273.92
59	Traffic Control	MO	1.00	3,300.00	\$3,300.00
60	Rough, Fine grading	LF	188.00	380.00	\$71,440.00
TOTAL FOR PAVING (CFA):					\$149,188.14
BASE BID TOTAL:					\$743,838.58
The following can be added as noted,					
Parking lot pole lights \$8,300.00 EA					
Landscape and irrigation \$62,000.00					
Does not include Bonding cost or permit fees					

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction, as per plans approved by the city of Euless and TXDOT.

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[Signature]

RSC is also responsible for completing the work as described in the Additional Requirements, (See Addendum A, "Additional Requirements") attached to this Agreement and incorporated herein.

3. **PLANS, SPECIFICATION AND CONSTRUCTION DOCUMENTS.** NCSC will provide all plans, specifications, drawings, blueprints, and similar construction documents necessary for RSC to provide the Services described herein. Any such materials shall remain the property of NCSC. RSC will deliver all such materials to NCSC upon completion of the Services.
4. **COMPLIANCE WITH LAWS.** RSC shall provide the Services in a good workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.
5. **WORK SITE.** NCSC warrants that NCSC owns the property herein described and is authorized to enter into this contract. Prior to the state of the construction, NCSC shall provide an easily accessible building site, which meets all zoning requirements for the structure will be clearly identified by stakes at all corners of the property. RSC shall maintain these stakes in proper position throughout construction.
6. **WORK MATERIALS AND LABOR PROVIDED.** RSC shall maintain a List of each and every party furnishing materials or labor to RSC as part of the Services, and the dollar amounts due or expected to be due with regards to provision of the Services herein described.

Upon request by RSC, NCSC shall approve substitute materials with the express written approval of NCSC, provided that the substituted materials are no lesser quality that those previously agreed upon by NCSC and RSC.

7. **GENERAL CONTRACTOR FEE.** In exchange for RSC performing Services for NCSC, NCSC agrees to pay to RSC a sum of Seven Hundred and Forty-Three Thousand and 58/100 Dollars (\$743,838.58), based on Construction-grade materials. NCSC has the option to upgrade any materials NCSC desires for the associated upgrade charge as agreed upon in writing.
8. **PAYMENT.** Payment shall be made to RSC at either 7392 LakeRidge Pkwy, Suite 100, Grand Prairie, TX 75054 or paid directly to the designated person of RSC in periodic draws based on the payment schedule attached to this Agreement and incorporated in this Agreement by reference (See Addendum B).

Payment In addition to any other rights or remedy provided by law, if NCSC fails to pay for the Services when due, RSC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and seek legal remedies.

Based upon Applications for Payment submitted to the Project Manager or NCSC assigned person by the Contractor and Certificates for Payment issued by the representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below or elsewhere in the Contract documents.

If approved, the Owner shall make payment of the amount certified to the contractor not later than 10th business day of Application for Payment Submittal.

The Owner shall withhold 10% as retainage from each Application of Payment.



9. FINAL PAYMENT. The Owner shall make the final payment, including the retainage, to the contractor not later than 45 days after the issuance of the final Certificate for Payment or issuance of a certificate of Occupancy, whichever comes later.

10. MOBILAZTION FEE (ADVANCEPAYMENT). 5% of total contract amount shall be provided to RSC immediately after the contract is executed.

11. TERM. RSC shall commence the work to be performed within 21 days of date of execution of this Agreement and shall complete the work on or before 01/31/2022, time being of the essence of this contract.

Payment Upon completion of the project, RSC agrees to sign a Notice of Completion within fifteen (15) days after the completion of the contract. If the project passes its final inspection and RSC does not provide the Notice, NCSC may sign the Notice of Completion of behalf of RSC.

12. PERMITS. RSC shall obtain all necessary building permits.
RSC shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work; the cost thereof shall be included as part of the Payment to RSC under this Contract.

13. INSURANCE. Completion Before work begins under this Contract, RSC shall furnish certificate of insurance to NCSC substantiating that RSC placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Texas and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

14. BONDS. RSC shall purchase and maintain applicable and required bonds.

15. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by RSC in connection with the Services will be the exclusive property of RSC. Upon request, NCSC will execute all documents necessary to confirm or perfect the exclusive ownership of RSC to the Work Product.

16. CONFIDENTIALITY. RSC and NCSC, and the employees, agents, or representatives of the parties will not at any time or in any manner, either directly or indirectly, use for the personal benefit of either party, or divulge, disclose, or communicate in any manner, any information that is proprietary to the other party. RSC and NCSC, and the employees, agents, or representatives of the parties will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Contract Upon termination of this Contract, both parties will return to the other party all records, notes, documentation and other items that were used, created, or controlled by the other party during the term of this Contract.

17. INDEMNIFICATION. With the exception that this Section shall not be construed to require indemnification by NCSC to a greater extent than permitted under the public policy of the State of Texas, NCSC may agree to indemnify RSC against, hold it harmless from and defend RSC from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with RSC's Services performed under this Contract if RSC is NOT responsible for the claim or losses deemed to be caused by the negligence, willful misconduct, or breach of contract of RSC or RSC's agents or subcontractors or employees. RSC shall indemnify NCSC against, hold it harmless from and defend NCSC from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with RSC's Services performed under this Contract.

18. WARRANTY. RSC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in NCSC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to RSC on similar projects. RSC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by NCSC and RSC.

19. FREE ACCESS TO WORKSITE. NCSC will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways and appropriate areas in the parking lot will be kept clear for the movement of vehicles during work hours.

RSC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. RSC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

20. UTILITIES. NCSC shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Agreement after an acceptable cover inspection has been complete, and prior to the installation of any inside wall cover. NCSC shall, at NCSC's expense, connect sewage disposal and water lines to said building prior to the start of construction and at all times maintain sewage disposal and water lines during construction as applicable. NCSC shall permit RSC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

21. INSPECTION. NCSC shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction can continue. All inspection and certification will be done at NCSC's expense.

22. LIQUADTAED DAMAGES. For each day the Work and Project is not completed after the amount of time allocated in this contract, aside from delays caused by conditions related to the current on-going Covid-a9 pandemic or acts of GOD that may affect construction materials and labor availability, then the Contractor (RSC) will pay Owner \$500.00 per day until the work is completed or \$500 per day will be deducted from the next Application for Payment or Retainage, whichever is later.

If the contractor does not complete the Work and/or abandons the Project and Owner needs to hire another contractor to complete the Work and Project, then the contractor shall be responsible for the difference in

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contract price between the agreed upon Contract Sum with the Contractor and what the cost is in order to hire a new contractor to complete the remaining Work and Project.

- 23. TERMINATION OR SUSPENSION.** The Owner may terminate the Contract at any time if it is not satisfied with the progress and/or quality of work done by the contractor. In such circumstance unless disputed, the Owner shall release the unpaid amount for the work that has been completed till that date plus balance of the retainage to the contractor after deducting the advance payment, if there is any.
- 24. FORCE MAJEURE.** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, injury, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused, by such party, or its employees, officers, agents, or affiliates.
- 25. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
- Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If the parties do not successfully resolve the dispute by mediation, or if mediation is unavailable, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law, including filing suit.
- 26. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract of agreement whether oral or written concerning the subject matter of this Agreement. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the parties.
- 27. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written construed, and enforced as so limited.
- 28. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by each party.
- 29. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without regard to any choice of law provisions of Texas of any other jurisdiction.



- 30. NOTICE.** This Any notice of communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 31. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 32. ACCEPTANCE OF CONTRACT TERMS.** The above prices, specifications and conditions are satisfactory and are hereby accepted by both parties, RSC and Nepali Cultural and Spiritual Center.
- 33. SIGNATORIES.** This Agreement shall be signed by representative of NCSC, Binay K Aryal, and on behalf of RSC, its President, Raul Sandoval, and shall be effective as of the date first written above.

Owner:
NEPALI CULTURAL AND SPIRITUAL CENTER

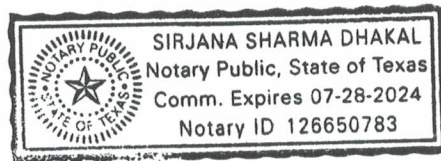
By: Binay K. Aryal Date: 09/28/21

Contractor:
RAUL SANDOVAL CONSTRUCTION

By: [Signature] Date: 09/28/2021

Raul Sandoval, President

Sirjana 09-28-2021



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Appendix A

This document is intended to supplement the original drawings to describe finishes, potential modification, and items that are critical to complete this project.

1. Paving:

- a. Drawing 15 of 23 Paving Plan doesn't elaborate the paving finishes. Please refer to the colored plan attached. Red represents brick/stone/stamped paving. Green represents landscaping in Phase 1. Contractor to discuss paving finishes with owner. Owner to provide paving pattern and select finish for installation.
- b. All paving on sidewalk needs to be per city standards and finishes choice should be discussed for owner selection. Like broom finish, stamped concrete finish, salt finish and or colored concrete finish.
- c. The area in the front of vestibule needs stone paving. Meet ADA standard. Discuss the possible options with the owner. Contractor to furnish finish options. Owner to provide paving pattern and pick desired option for installation.



2. Landscaping:

- a. The phase 1 landscaping needs to be planned as shown in attached colored paving plan.
- b. Discuss potential retaining walls with owner/design engineer before construction/installation.

c. Refer color paving plan.

3. Trees:

- a. Keep all trees unless absolutely necessary for removal. Discuss options with civil engineer/city and owner when any tree location interferes with design requirements.
- b. New trees in the front of vestibule is not indicated in the landscaping plans. Owner to provide locations for contractor to cut concrete for tree planting. Owner to furnish trees for this location.

4. Existing Utilities:

- a. Relocation of the existing utilities is of importance for grading. It may need to be moved further down into the ground if the elevation interferes with proposed grading plan.

5. New utilities:

- a. Engineering drawings don't show plans for sewer connections. This is based on the future need estimation. Owner to discuss this with Civil Engineer and work with contractor to determine the sizing approved by the city/TX requirements.

6. Parking Lighting:

- a. Contractor to provide at least three options for electric poles for parking lighting. Owner to make selection for final installation.
- b. Owner will explore Solar fixture and options.



- c. All lights need to have daylight sensor for operation such that they turn off during daylight. All fixtures need to be vandal proof and easier to replace when necessary.
- d. Light bulbs used must be LED and efficient types meeting lighting requirements per the design lux values.

7. Parking Stripes and markings:

- a. Meet manufacturers specification for Hot melt paint or suitable durable paint options for striping and any road markings as needed per city requirements.
- b. Fire lane paint needs to be durable and reflective and of similar quality that can stand abuse.

8. Speed Breakers:

- a. Provide rolling speed breaker at various locations. Minimum of 4 speed breakers are required. Two on each East-West direction roads. Proper marking with paint that takes abuse is required. Please meet all city requirements. Contractor to coordinate with the owner. Owner to include engineering team for necessary detailing.

9. Parking wheel stop:

- a. Parking plans don't show all wheel stops. All parking spots that are adjoining with existing building and future building locations to have wheel stops. Contractor to pick options. Owner to pick from the option for final installation.

10. Bollards:

- a. Bollards are needed in the front of Royal Pkwy entrance. Install bollards at all corners of buildings that are adjacent to the roadways. Provide bollards near the exit door on the South façade of the renovated building. The curb, road access and bollard's location need to be discussed with Civil engineer/owner before final installation.
- b. Wherever necessary removal of existing bollards needs to be discussed with the owner if not already in building contract.
- c. Bollards are needed on each side of trash enclosure to prevent vehicular impact. Refer Trash Enclosure.

11. Fence:

- a. Existing fence is marked for removal. Discuss with owner before final removal.

12. Trash Enclosure:

- a. Wall finish needs to be discussed with owner. Stone cladding to match building front.
- b. Contractor to provide at least 3 options for the gate design and type that meets the city requirements. Owner to pick options for installation.
- c. Bollards on each side of the gates. Contractor to add bollards to protect trash enclosure wall for any vehicular impacts. Please reference the image below.



13. Existing gates:

- a. Owner to discuss options. Please consult owner. Owner to provide direction as necessary.
- b. If kept into place, please paint and repair for optimal operation.

14. Existing CMU wall on Royal Pkwy:

- a. Repair, plaster, and paint to create a signage for the facility.
- b. Owner to provide direction as necessary.

15. Existing sign wall on Private Drive:

- a. Relocate if it contradicts with existing location because of grading work.
- b. Owner to consult with neighbors for relocation and discuss with contractor with appropriate action to be taken.

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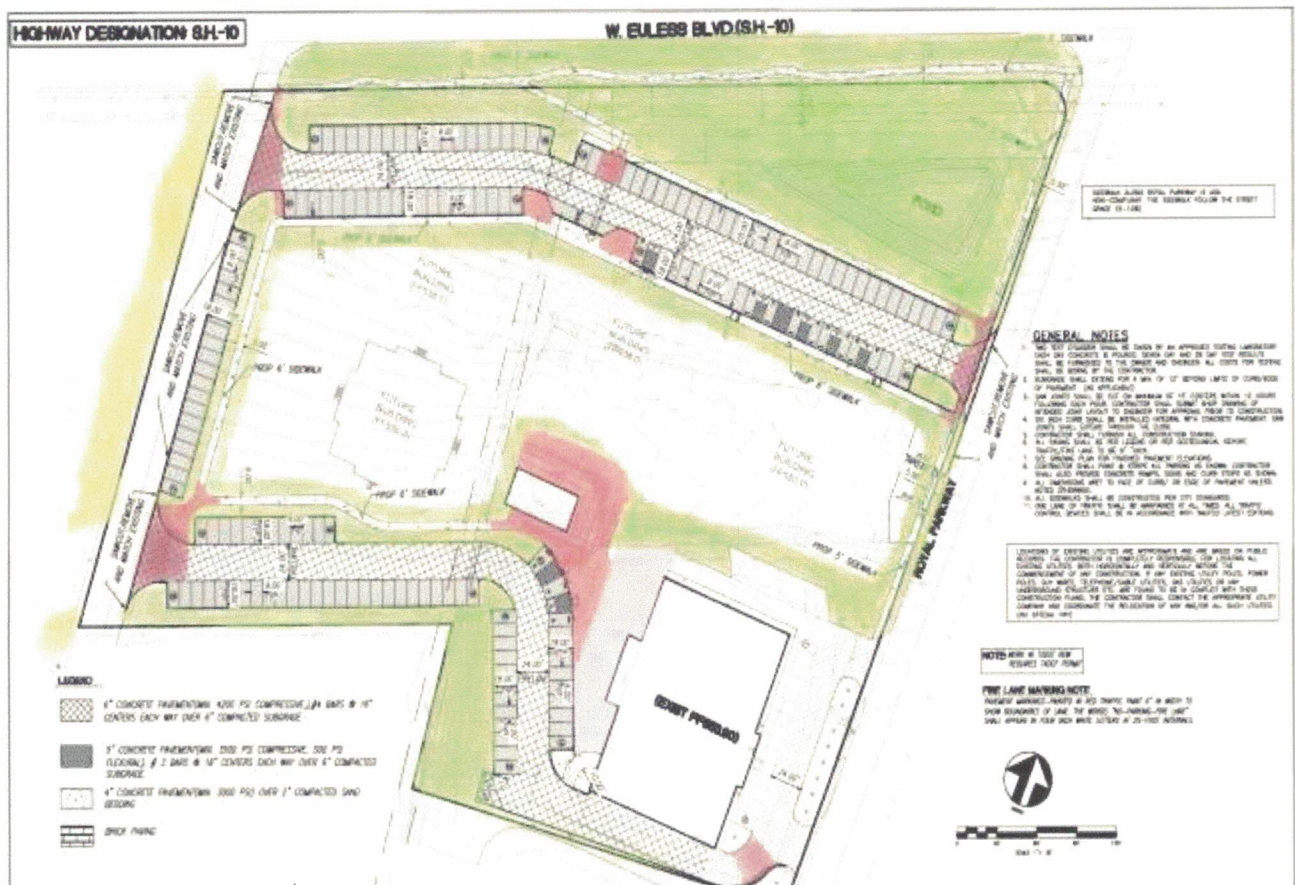
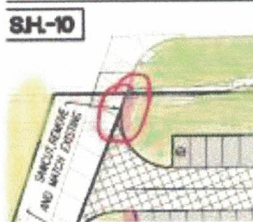
16. Platform design:

Civil drawings only provide the elevation for grading. Contractor to consult owner/designer for actual wall section for platform retention. Example snippet provided in the picture below.



17. Pathway / Sidewalk connection to HWY 10:

The current plan doesn't show sidewalk along the private drive to join HWY 10. Contractor to consult with design engineer to build this connection. See images below for reference.



CTVE ENGINEERING 202 REPUBLIC LN EULESS, TX 76040 PH: (972) 523-5493 TBPE: F-19293			SHEET NO. 001 DATE 04/11/2021		PHASE-1 HEPALU CULTURAL AND SPIRITUAL CENTER 410 ROYAL PARKWAY (24-03) EULESS, TEXAS	SHEET NO. 15 OF 27
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