

Lease by Tenant if this Lease were still in effect, less (b) the net proceeds of any reletting effected pursuant to the provisions of paragraph 15.3 hereof, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, removal and warehousing of Tenant's property, removal of Tenant's improvements, additions, alterations and the like, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant shall pay such damages (herein called "deficiency") to Landlord monthly on the days on which the Rental would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise; or, at any time after any such expiration or termination, whether or not Landlord shall have collected any monthly deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages for Tenant's default the entire amount of the deficiency if the Premises have been relet, or, if the Premises have not been relet, the excess of the aggregate of the Base Rental for the balance of the Term, any sums, amounts and other charges which may reasonably be anticipated hereunder for the balance of the Term and Landlord's expenses as set forth above over the then fair market rental value of the Premises for the same period.

15.5 For purposes of this Section 15, Additional Rent shall include utilities consumed in the Premises to maintain the structural integrity of the same while vacant; provided, however, that this provision shall not apply to facilities to which Tenant does not apply heat in the ordinary course of its operations.

15.6 Tenant, for and on behalf of Tenant and all persons claiming through or under Tenant, waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. Each of Tenant and Landlord, so far as permitted by law, waives and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage. The terms "enter", "re-enter", "entry" or "re-entry", as used in this Lease are not restricted to their technical legal meaning.

15.7 Reserved.

15.8 Each right and remedy of Landlord provided for in this Lease or otherwise existing at law or in equity shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude or waive the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease, if any, or now or hereafter existing at law or in equity or by statute or otherwise.

15.9 In the event of a default by Tenant hereunder, the Tenant shall be responsible for any reasonable attorney's fees of Landlord incurred in enforcing the provisions of this Lease.

SECTION 16. NO WAIVER

The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant, term or condition of this Lease or any of the rules established by Landlord under the provisions of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Base Rental or Additional Rent, with knowledge of the breach of any such covenant, term, condition or rule shall not be deemed a waiver of such breach and no provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by the Landlord. Payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall not be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. No act or thing done by Landlord, its servants and agents, during the term of this Lease, shall constitute an eviction by Landlord, nor shall it be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing, signed by Landlord.

SECTION 17. Intentionally Omitted

SECTION 18. HOLDING OVER

If Tenant shall hold possession of the Premises beyond the Term without Landlord's written consent Tenant shall pay to Landlord one and one-half (1.50) times the latest Base Rental, plus 100% of the Additional Rent and other sums, amounts and charges for each month during which Tenant shall retain such possession. The provisions of this paragraph shall not operate as a bar or as a waiver by Landlord of any right of re-entry or election provided under Section 15 hereof or available to Landlord under common law.

SECTION 19. NO BROKER

Tenant represents that the Premises were not presented to it or to any person representing it by any broker or other person, and that no broker or person was involved in the leasing of the Premises, and warrants that no claim for commission for said leasing shall be presented to Landlord and shall indemnify and hold harmless Landlord from any such claims and any legal fees incidental thereto.

SECTION 20. NOTICE

All notices and other communications given, authorized or required hereunder shall be in writing and shall be given by personal delivery, mailing the same by certified or registered mail, return receipt requested, postage prepaid, by telecopy, or causing same to be delivered by prepaid overnight carrier with receipt to the parties at their addresses set forth above, or in either case, to such other person or at such other address as either party may hereafter designate by notice to the other party. All such notices and other communications to Landlord shall also be so given to Hinckley, Allen & Snyder LLP, 50 Kennedy Plaza, Suite 1500, Providence, Rhode Island 02903, Attention: John R. Pariseault, Esq. Any such notices and other communications given by other means shall not be effective. The date of actual receipt of a notice shall be deemed the date of service of notice; provided, however, that, in the event that an addressee refuses to accept delivery or acknowledge receipt, then notice shall be deemed to have been served on the earlier of the date of hand delivery, the next business day in the case of delivery by overnight carrier, or five days after the date mailed.

SECTION 21. CAPTIONS

The captions appearing in this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

SECTION 22. RECORDING OF LEASE

The parties agree that this Lease shall not be recorded, but Landlord and Tenant hereby agree, upon request of either party, to enter into a memorandum of lease in recordable form, setting forth the actual time of commencement and time of termination of this Lease and such other provisions, except rental provisions, with respect to this Lease as will put on notice any third party of the existence of this Lease. Such notice shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Upon the expiration or termination of this Lease, Tenant shall execute and deliver to Landlord, upon the request of Landlord, an instrument in recordable form, reasonably satisfactory to Landlord, certifying that this Lease has expired or terminated. Tenant hereby constitutes and appoints Landlord Tenant's attorney in fact to execute any such instrument for and on behalf of Tenant, if Tenant has not executed and delivered such instrument to Landlord within fifteen (15) days of notice of Landlord requesting same. This Covenant of Tenant shall survive the expiration or earlier termination of this Lease.

SECTION 23. PARTIES AND DEFINITIONS

The terms "Landlord" and "Tenant" wherever used in this Lease shall include the successors and assigns of said parties (subject to the assignment provisions hereof), and if either of the parties shall not be a corporation, said term shall also include the heirs, executors and administrators of said party, wherever the context requires or permits of such construction, and

all of the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties in the same manner as if they were expressly mentioned (except as otherwise expressly provided herein). The term "Landlord" as used in this Lease means only the owner for the time being of the Premises so that in the event of any sale of the Premises, Landlord shall be and it hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder from and after the date of such sale, provided that the purchaser has assumed and agreed in writing to carry out any and all obligations of Landlord hereunder. Each term and provision of this Lease to be performed by Tenant shall be construed to be joint and several and both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to an assignment by Tenant or to vary the provisions of Section 14 hereof.

SECTION 24. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 25. HAZARDOUS WASTE Notwithstanding any terms or conditions set forth in this Section 25 to the contrary, Landlord and Tenant agree that Tenant shall not be liable or responsible to Landlord for any Environmental Condition (as defined below) upon the Premises which was caused by a party other than Tenant (or under Tenant's control or supervision) or which existed prior to Tenant's occupancy of the Premises. Such occupancy date shall be the date that Tenant takes possession of the Premises.

25.1 For the purposes of this paragraph "hazardous waste" and "hazardous substance" shall have the meaning set forth in the Resource, Conservation and Recovery Act of 1980, 42 U.S.C. S§6901, et seq. ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. S§9601, et seq. ("CERCLA"), and any Rhode Island statutes as such statutes may be amended, or as defined in any federal or state regulations adopted pursuant to or in furtherance of such Acts or statutes. "Oil" shall be defined as petroleum or any petroleum products in any form.

25.2 Tenant shall:

a. Not manufacture, generate, store, treat or dispose of (except in compliance with all laws, ordinances, and regulations pertaining thereto) any hazardous waste or substance or oil or gas or substance detrimental to the environment on the Premises or arrange with another person for the same;

b. If Landlord reasonably believes that Tenant has breached or violated any of its obligations under this Section 25, then, upon the request of Landlord (which will be made no more often than two (2) times each calendar year, except in the case of an emergency), Tenant will take all reasonably necessary action, including without limitation, conducting engineering tests and sampling by parties reasonably satisfactory to Landlord (all at the sole expense of Tenant) to confirm that no hazardous waste or oil or gas or substance detrimental to the environment is being manufactured, generated, stored, treated or disposed of by Tenant on the Premises in violation of applicable law; and

c. Provide Landlord with written notice: upon Tenant's obtaining knowledge of any potential or known release or threat of release, of any hazardous waste, or substance determined by the appropriate governmental authority to be detrimental to the environment at or from the Premises and by any person or entity for whose conduct Tenant is responsible or whose liability may result in a lien on property of Tenant; upon Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; and/or upon Tenant's obtaining knowledge of any incurrence of any reimbursable expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous waste or substance determined by the appropriate governmental authority to be detrimental to the environment for which expense or loss Tenant may be liable or for which expense a lien may be imposed upon the property of Tenant.

d. With regard to underground storage tanks (if any) used by Tenant at the Premises, at its expense, comply with any statute, ordinance or regulation of any governmental authority having jurisdiction over same.

25.3 Tenant will not use the Premises at any time in such a manner as to cause a violation of or to give rise to a removal or restoration obligation under any statute, ordinance, order, decree or other common law of any state, federal, municipal or other governmental body or agency having jurisdiction over the Premises, including, without limitation, RCRA and CERCLA or any similar law, rule, regulation, order, judgment or decree; and Tenant agrees that no such violation or obligation will be created by the removal of any hazardous waste, hazardous substance, oil, gas and/or substance detrimental to the environment from the Premises by Tenant. During or after the Term, in the event Landlord's environmental consultant reasonably determines it necessary, Landlord may, at the expense of Tenant, conduct survey, soil and ground water sampling and such other testing on the Premises as Landlord shall deem reasonably necessary to assess whether Tenant is or was in violation of the covenants contained in this Section 25 and Tenant agrees and covenants to undertake and complete, as soon as practicable, such removal, restoration, cleanup or other remedial action as shall be required under applicable law to restore the Premises to an industrial standard. This Covenant of Tenant shall survive the expiration or earlier termination of this Lease.

25.4 Tenant further agrees, in addition to the foregoing and not in limitation thereof, to indemnify, defend and hold harmless Landlord from and against any and all claims, demands, liabilities, costs, expense, penalties, damages and losses, including, without limitation, attorney's

fees, as incurred, (payable quarterly upon written demand) resulting from or related to any Environmental Condition (as hereinafter defined) caused by Tenant or any person or entity for whose conduct Tenant is responsible or any violation of any Environmental Law (as hereinafter defined) caused by Tenant or any person or entity for whose conduct Tenant is responsible in connection with the Premises including, but not limited to, any claim for personal injury or property damage arising from any such Environmental Condition or violation of any Environmental Law asserted by third parties against Landlord, any liabilities sustained or incurred by Landlord for the containment, removal, remedy, cleanup or abatement of any contamination arising from any Environmental Condition or any violation of any Environmental Law caused by Tenant or any person or entity for whose conduct Tenant is responsible. The term "Environmental Law" shall mean any law, regulation, rule or order of any governmental entity relating to pollution or protection of the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including without limitation CERCLA, as amended, RCRA, as amended, and other laws, regulations, rules and ordinances relating to emissions, discharges or releases of pollutants, contaminants, chemicals, industrial, toxic or hazardous substances or solid or hazardous wastes or oil or gas or any substance detrimental to the environment (collectively "Polluting Substances") or the manufacture, processing, distribution, use, treatment, handling, storage, disposal and transportation of Polluting Substances. The term "Environmental Condition" shall mean the presence, whether discovered or undiscovered, in surface water, ground water, drinking water supply, land surface, subsurface strata, above ground and underground tanks or other containers, or ambient air of any Polluting Substances arising out of or otherwise related to the operations or other activities (including the disposition of such materials or substances) conducted or undertaken at the Premises.

25.5 In the event of any discharge, spillage, contamination, uncontrolled loss, seepage or filtration of a Hazardous Waste, Hazardous Substance and/or Polluting Substance within the Premises Building or Land as a result of any action by Tenant or any person or entity for whose conduct Tenant is responsible, or any employee or agent of or independent contractor engaged by Tenant or any person or entity for whose conduct Tenant is responsible. Tenant shall immediately, and without the necessity for notice by Landlord, contain, remove or mitigate the same in a timely manner in accordance with all applicable federal, state or local laws, ordinances, rules or regulations.

SECTION 26. FORCE MAJEURE

The period of time during which either party is prevented or delayed in their performance or the making of any improvements or repairs or fulfilling any obligation other than the payment of Base Rental, Additional Rent, or any other payments required under this Lease, due to unavoidable delays caused by fire, catastrophe, strikes or labor disputes, civil disorders, Acts of God or the public enemy, other than financial inability or inability to obtain financing, shall be added to a party's time for performance of the obligation and the party shall not be liable because of such delay of performance.

SECTION 27. SUBMISSION OF INSTRUMENT

No lease or obligation on the part of Landlord or Tenant to enter into a lease shall arise until this instrument has been executed and delivered by Landlord and Tenant to each other.

SECTION 28. ENTIRE AGREEMENT

This Lease and the other documents and instruments referred to herein contain the entire agreement between the parties, supersedes any other and all previous leases or letters of intent between Tenant and Landlord with respect to the Premises, and may not be changed orally or by any agreement between the parties unless it is in writing, executed by the parties hereto. Notwithstanding any terms herein to the contrary, any covenants or agreements of Tenant with respect to Environmental Conditions shall survive and remain in full force and effect.

SECTION 29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent or any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than landlord and tenant.

SECTION 30. EXECUTION AND COUNTERPARTS

This Lease may be executed in one or more parts, all of which shall constitute but one agreement.

SECTION 31. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the State of Rhode Island.

SECTION 32. NOTICE TO MORTGAGEE

After receiving written notice from any person, firm or other entity that it holds a mortgage which includes as part of the mortgaged property the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give such holder the same notices as may be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently.

SECTION 33. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than ten (10) days prior written request by Landlord or any mortgagee, execute, acknowledge and deliver to the

requesting party within said period a statement in writing (and in form reasonably satisfactory to the requesting party) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), the dates to which the Base Rental, Additional Rent and other amounts, sums and charges have been paid in advance, if any, stating whether or not, to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default to which the signer may have knowledge, the existence of any claimed counterclaims or defenses to this Lease, the Commencement Date and the time of termination, and any other matters as may be reasonably requested, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Premises or of the interest of the Landlord therein, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof or any such party requesting the same.

SECTION 34. ASSIGNMENT OF RENTS

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, Tenant consents thereto and agrees that the execution thereof by Landlord and the acceptance thereof by the holder or the exercise by such holder of its rights under such assignment shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice to Tenant, specifically otherwise elect. No such assignment shall release Landlord from its obligations under this Lease.

SECTION 35. MECHANIC'S LIENS

Tenant agrees to promptly discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialman's or other lien against the Premises or Land, and/or the Landlord's interest therein, which may arise out of any payment due for or purported to be due for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises.

SECTION 36. ASSIGNMENT BY LANDLORD

Landlord shall have the right to assign this Lease to any other party, in which event Landlord's obligations under this Lease shall terminate as of the date of such assignment for events occurring after such date.

SECTION 37. INDEPENDENT COVENANTS

This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent. Tenant shall not be entitled to any setoff of the Base Rental, Additional Rent or other sums, charges or amounts owing hereunder against the Landlord if Landlord fails to perform its obligations set forth herein, except as herein specifically set forth.

The foregoing shall in no way impair the right of Tenant to commence a separate action against the Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage covering the Premises whose address Tenant has been notified of in writing and an opportunity has been granted to Landlord and such holder to correct such violation as otherwise provided herein.

SECTION 38. CONFIDENTIALITY

Each party acknowledges that it will have access to certain financial information of the other party. Such information shall not be released to the public and will be provided, subject to this paragraph, only to those parties who have a legitimate need for such information, including accountants, lawyers, lenders, potential buyers, mortgagees and similar parties. Tenant acknowledges that Landlord is a governmental entity and is subject to the Rhode Island Access to Public Records Act and that disclosures may be required under such Act.

SECTION 39. MISCELLANEOUS

40.1 Restrictive Covenants. Tenant shall not erect on the Land any building, structure or object which would constitute an obstruction or hazard to airport operations or air navigation pursuant to all federal regulations; Tenant agrees to permit, for the use and benefit of the public, the passage of aircraft in the air space above the Premises, together with such noise and such air space as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in said air space, or for the landing on, taking off from, or operating of Quonset State Airport; this Lease shall be subordinate to such rules and regulations governing the use, maintenance, operation and development of the Quonset State Airport, as may be from time to time promulgated by Landlord, Rhode Island Airport Corporation or the State pursuant to Federal Aviation Administration Regulations; and this Lease shall be subject to deed restrictions appearing of record including without limitation the following:

(a) Non-Discrimination Easement for Passage of Aircraft - those covenants not to discriminate and the easement for unobstructed passage of aircraft above the Premises and those other easements and restrictions contained in those deeds of the United States of America to the Landlord (former Rhode Island Port Authority and Economic Development Corporation) the first such dated November 20, 1978 and recorded in the Town of North Kingstown Land Evidence Records located at Book 317, Page 65, and the second such dated November 11, 1980 and recorded in the Town of North Kingstown Land Evidence Records at Book 348, Page 243, and also contained in the Airport Deed, as the same may be appurtenant to and run with the Premises; and

(b) Protective Controls - that Declarations of Restrictions dated November 12, 1982 recorded in the Town of North Kingstown Land Evidence Records at Book 380, Page 211, and, without limiting the foregoing generally, the Quonset Point/Davisville Development Restrictions referred to therein and The Quonset Business Park Development Package dated October 3, 2005 recorded in the Town of North Kingstown Land Evidence Records in Book

2134 at Page 144, a copy of which has been provided to Tenant, as the same may be amended from time to time.

(c) All matters of record.

SECTION 40. AMENDMENTS. ADDITIONS AND DELETIONS TO LEASE

Any alterations or deletions herein were made in the Lease before execution and any additional provisions to which the parties have agreed and which are added herein or in any Addenda attached hereto shall be considered a part hereof.

SECTION 41. SUBJECT TO THE APPROVAL OF THE STATE PROPERTIES
COMMITTEE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

WITNESS:

C. Andrews

LANDLORD:

Quonset Development Corporation, as agent and attorney-in-fact for Rhode Island Commerce Corporation

Steven J. King, P.E.
Managing Director

WITNESS:

TENANT:

State of Rhode Island, by and through the Department of Administration, on behalf of the National Guard and Executive Office of Health and Human Services

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

WITNESS:

LANDLORD:

Quonset Development Corporation, as agent and attorney-in-fact for Rhode Island Commerce Corporation


Steven J. King, P.E.
Managing Director

WITNESS:

TENANT:

State of Rhode Island, by and through the Department of Administration, on behalf of the Department of Health and the National Guard



By: 

Name: Brett Smiley
Title: Director

STATE PROPERTIES COMMITTEE

APPROVED this 7TH day of April, 2020 by the State Properties Committee.

APPROVED AS TO TERMS:
AND CONDITIONS:

By: Marco Schiappa
Its: Chairperson

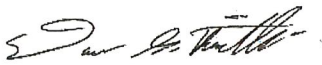
Digitally signed by Marco Schiappa
DN: cn=US, o=Marco Schiappa, ou=US, email=mschiappa@usdoj.gov, ou=Assistant Director,
ou=DACADA, cn=Marco Schiappa
Date: 2020.04.09 05:49:28-04'00'

APPROVED AS TO FORM:

By: Gregory S. Schultz
Its: Designee of the Attorney General

Digitally signed by Gregory S. Schultz
Date: 2020.04.09 16:26:41 -04'00'

APPROVED AS TO SUBSTANCE:

By: 
Its: Designee of the Director,
Department of Administration

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: 
Its: Public Member

STATE PROPERTIES COMMITTEE

APPROVED this 7TH day of April, 2020 by the State Properties Committee.

APPROVED AS TO TERMS:
AND CONDITIONS:

By: Marco Schiappa
Its: Chairperson


Digitally signed by Marco Schiappa
DN: cn=US, e=Marco.Schiappa@doag.n.gov, o=Associate Director,
ou=DACA&BIL, cn=Marco Schiappa
Date: 2020.04.09 06:49:28 -04'00'

APPROVED AS TO FORM:

By: Gregory S. Schultz
Its: Designee of the Attorney General

Digitally signed by Gregory S. Schultz
Date: 2020.04.09 16:26:41 -04'00'

APPROVED AS TO SUBSTANCE:

By: 
Its: Designee of the Director,
Department of Administration

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: 
Its: Public Member