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9304246D STANDARD BRANCH LEASE

N. Cater or the Bureau of Motor Vehicles Commission

This lease is made and entered into in Indianapolis, ("Lessor") and the Bureau of Motor Vehicles Commission ("Lessee").

In consideration of the covenants and obligations in this Lease, Lessor and Lessee agree as follows:

leases from Lessor and Lessor leases to Lessee certain space, consisting of approximately 3,960 square feet and commonly described as 1304 N. Main Street Suite U-4 Crown Point. IN 46307 Petermises are more particularly described or depicted in the attached "Exhibit A" employees, customers, invitees, and licenses shall have the elevators, stairways electromy particularly by reference. I Lessee and its agents, nonexclusive righticouse the neity ways, lobbies, hallways, walkways and sidewalks (hereinafter collectively referred to as "Common Areas") which Lessor provides for tenants and occupants of the building in which the Premises are located ("Building") on other tenants and occupants of the Building.

Section 2. Lease Terms. The initial term of this lease is for a period of 6 years beginning 7/1/93 ("Commencement Date") and ending 6/30/99 ("Expiration Date").

Section 3. Option to Renew the Lessor grants to the Lessee an option to renew this Lease for an additional term of Section 3 6 years on the same terms and conditions as the initial term. Lessee may exercise the renewal potion by delivering to Lessor a written notice of renewal at least sixty (60) days prior to the expiration of the initial term. If the costs and expenses incurred by Lessor in connection with satisfying its duties and obligations under this Lease (including without limitation, the costs and expenses incurred by Lessor in connection with Sections 8 and 9) have increased materially during the initial terms, then Lessor shall have the right to cancel the additional term by written notice delivered to Lessee within thirty (30) days after Lessee delivers the notice of renewal to Lessor. If Lessor fails to so notify Lessee within such thirty day period, then Lessor's right to cancel the additional term shall terminate automatically and have no further force and effect. If Lessor elects to cancel the additional term as permitted above, then:

(a) Lessor shall engage in good faith negotiations with Lessee concerning the execution of a second Standard Branch Lease on the same terms and conditions as this

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Lease, except for the amount of rent and the terms and conditions of this Section; and

(b) The initial term shall be extended automatically for a period of ninety (90) days after the Expiration Date, during which period Lessor and Lessee shall engage in the good faith negotiations described in subsection (a), and, at the end of which period, Lessee shall surrender the Premises to Lessor as required under Section 6, if a second Standard Branch Lease is not executed. During such ninety-day period, Lessee shall continue to pay the rent as specified in subsection 4(a).

(The initial term and the renewal term are hereafter referred to as "Lease Term:").

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Section 4.

NOT OFFICIAL!

- tessee will pay Lessor \$3,201.00 rent per month to the premises. This is a rate of \$3,000 Recorders quare foot. The total rent for the entire initial term will be \$230,472,00 and will be paid monthly, in arrears.
- (b) If the Commencement Date does not occur on the first day of a calendar month or if the Lease Term does not expire on the last day of a calendar month, then the prorated rent for any such partial month will be determined by the following formula:

PR = MR/N x AD: Where PR = prorated rent due, MR = monthly rent, N = number of days in prorated month, and AD = actual days branch occupied during prorated month.

The Lessee shall pay the Lessor upon the timely (c) submission of preperly completed invoice vouchers to the Bureau of Motor Vehicles Accounting Division (B.M.V.C. Accounting). An improperly completed invoice is a basis to delay payment until necessary corrections are completed. B.M.V.C. Accounting Division is the sole authority in determining whether an invoice is correctly completed. Instructions for the completion of invoices are available from the B.M.V.C. Accounting Division. The correct completion of invoices is the sole responsibility of the Lessor. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Lessor must submit final claims for payment of rent within

sixty (60) calendar days after the expiration date of this Lease or the B.M.V.C. Accounting Division may elect to deny payment.

(d) If the term of this Lease does not begin on the first day of a calendar month, or if the Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon Section 4(b) above.

Section 5. Tenant Finish Work.

- (a) Prior to the Commencement Date, Lessor, at its cost and expense, shall:
 - (1) performatintement finish work described in the attached "Exhibit B" (incorporated herein by reference) in a workmanlike manner and in accordance with any plans and specifications.

 This attached to subscribe per tange.
 - the Lake County Recorder!

 complete all other necessary repairs so that on the Commencement Date the Premises and the Common Areas are in good, safe, clean, sanitary, condition and repair, and the condition of the Premises and the Common Areas complies with all laws, statutes, ordinances and governmental rules and regulations.
- (b) If Lessor fails to complete the tenant finish work and the other repairs described in Section 5 (a) (1) on the Commencement Date, then Lessee may cancel this Lease, continue this Lease and complete such work and repairs for the account of Lessor or exercise any other remedy available at law or in equity. If Lessee elects to continue this Lease, then the Commencement Date shall be postponed until all such work and repairs are fully completed by Lessee or Lessor, and the Lease Term shall be extended accordingly.

Section 6. Surrender and Holding Over

(a) Upon the expiration of the Lease Term (including any extension of the initial term for which Section 3(b) provides, Lessee will remove all of its goods, fixtures, and other movable personal property from the Premises and surrender the

Premises to Lessor in the same condition as on the Commencement Date, ordinary wear and tear and damage by casualty and the elements excepted.

(b) Except as permitted in Section 3(b) during an extension of the initial term, if Lessee continues in possession of the Premises after the expiration of the Lease Term, then Lessee's continued possession shall be tenancy from month to month, and the amount of rent per month payable by Lessee shall remain the same as that specified in Section 4. Such tenancy shall be terminable upon thirty (30) days written notice by either Lessee or Lessor.

Section 7. General Uses by the Lessee

- During the Lease Term, the Premises will be used and occupied for office and/or retail space.

 Lessee will not commit waste to the Premises or dissisting premises in applicable devians tatetes dordinances, or governmental rules and regulations. Lessor shall not commit or cause any act or condition that shall interfere with the operation of and security of Lessee's services or business.
- (b) Except as permitted in this Lease, Lessee will not make any substantial alterations, additions, or improvements to the Premises, unless the Lessee obtains the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee may attach one (1) sign to the exterior of the Premises which identifies Lessee and Lessee's services or business without the prior consent of Lessor. Lessor pays for sign, we provide verbiage (above leased space and on roadway pylon.)

Section 8. Utilities and Maintenance

- (a) Lessor, at its cost and expense, shall provide and maintain the following services to the Premises at all times during the Lease Term:
 - (1) Bi-weekly trash removal service; and janitorial service. Lessee to pay janitorial service.
 - (2) Heat, air conditioning, and ventilation adequate for comfortable occupancy of the Premises; Lessee to pay utilities.

- (3) Sanitary sewer service and plumbing with adequate volume to serve the Premises.
- (4) Water for drinking, lavatory, and restroom purposes with adequate pressure to serve the Premises. Lessee to pay utility.
- (5) Electric service with adequate voltage to serve the Premises. Lessee to pay utilities.
- (6) Snow removal for all Common Areas;
- (7) Minimum 50 Parking spaces of which 3 shall be marked and reserved for the exclusive use of handicap persons, designated for Lessee's use in the parking lots adjacent to the Premises! Additional 10 spaces in rear for BMV employees.
- Smoke detectors, in adequate number and in functioning condition to serve the Premises, thes make particularly dequired in the attached Exhibit C (incorporated herein by reference);
- (9) Fire extinguishers, in adequate number and in functioning condition to serve the Premises, as more particularly required in the attached Exhibit C (incorporated herein by reference);
- (10) Exit signs to be conspicuously posted at each egress from the Premises or the building, as more particularly required in the attached Exhibit 2 (incorporated herein by reference);
- (11) Lighting fixtures and light bulbs adequate to serve the Premises;
- (12) Professional pest control services per BMV request for the term of this agreement;
- (13) Building, grounds, Premises, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under the control of the Lessor kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin.
- (b) Lessor, at its cost and expense, shall keep, maintain, and repair the entirety of the Premises, the Common Areas, the Building, and the parcel of

real property on which the Premises are located in good, safe, clean, sanitary, repair, and in a condition which complies at all times with all laws, statutes, ordinances and governmental rules and regulations. Upon notice from Lessee of any condition requiring repair, Lessor shall promptly make the required repairs. All repair work is to be performed by a contractor licensed by the State of Indiana to perform such work. The Lessor shall not be relieved of the responsibility for the quality of the repair work performed or the effects of repairs, or from liability for the actions of its agents or employees in performing such repairs.

- (c) Lessor or his agent may enter the Premises only for the following Surposes; to deal with an emergency; to make necessary or agreed repairs, deconations, alterations or improvements; to the premises to prospective or actual purchasers, mortgagease Cenants Rosemen, or contractors. Unless there is an emergency, Lessor must give at least twenty-four (24) hours prior written notice of intent to enter and the date, time and purpose of the intended entry. (In: a case of an emergency entry, Lessor shall within two (2) days thereafter, notify Lessee in writing of the date, time and purpose of the entry.) Lessee shall have the right to refuse to allow any entry (except for an emergency) before 8 A.M. or after 5 P.M. Lessee objects to an intended entry between 9 A.M. and 5 P.M., Lessor shall (where feasible) attempt to arrange a more convenient time for Lessee. Lessor's entries shall not be so frequent as to seriously disturb Lessee's peaceful enjoyment of the Premises and shall not be used to harass Lessee. Lessor may enter the Premises only when accompanied by authorized personnel of the Lessee. Lessor agrees to prevent other tenants and other persons in the building or Common Areas from disturbing Lessee's peace and quiet enjoyment of the Premises.
- (d) Lessor shall be responsible for all costs to Lessee associated with or as a result of Lessor's neglect and/or failure to repair or maintain any item that results in injury, loss and/or damage to Lessee, its agents and employees.

Section 9. Insurance

- (a) Lessor, at its cost and expense, shall maintain in full force and effect throughout the Lease Term:
 - (1) A policy of general liability insurance, and covering any and all claims for injury to or death of persons and damage to property occurring in or on the Premises, the Common Areas or the Building in an amount not less than \$500,000.00 for injury to or death of any one person, \$1,000,000.00 for injury to or death of more than one person in the same accident or occurrence and \$50,000.00 for damage to property arising out of any one accident or occurrence; and
 - insurance on the premises, the Common Areas, the Building, and all fixtures, equipment, appliances and personal property located in This from the Building for their full insurable that Lessor shall not be obligated to insure against any loss or damage to any fixtures, equipment, appliances or personal property of Lessee in or on the Premises, the Common Areas or the Building.
- (b) Lessor shall furnish to Lessee a Certificate of Insurance showing that the liability and fire and extended coverage insurance described in Section 9(a) is in full force and effect and may not be cancelled or materially altered without thirty (30) days prior written notice to Lessee.

Section 10. Casualty of Condemnation. If the Premises, the Common Areas, or the Building are damaged by fire or other casualty, or if any part or all of the Premises, the Common Areas or the Building are taken by condemnation, and;

- (a) the Premises, the Common Areas and the Building cannot be repaired completely within sixty (60) days from the occurrence of such damage so that the Premises, the Common Areas and the Building are suitable for Lessee's use, then Lessee may terminate this Lease, effective as of the date of damage or condemnation; or
- (b) this Lease is not cancelled by Lessee even though the Premises, the Common Areas and the Building cannot be repaired within sixty (60) days, or the Premises, the Common Areas and the Building can be

repaired completely within sixty (60) days after such damage or condemnations so that the Premises, the Common Areas and the Building are suitable for Lessee's use, then Lessor, at its cost and expense shall enter and repair the Premises, the Common Areas and the Building as promptly as possible so that the Premises, the Common Areas and the Building are suitable for Lessee's use (and, to the extent practicable, are returned to the same condition as before the damage or condemnation).

Any written notice of cancellation pursuant to subsection (a) will be delivered to Lessor within thirty (30) days after the damage or condemnation occurs, and Lessee shall surrender possession of the Premises within (30) days after the date of such notice Cufitalis Lease is not cancelled pursuant to Section 10(a), then all payments of rent shall be completely suspended while Lessor completes the repairs required under Section 10(b) and until the Premises, the Common Areas and the Building are again sultable for Lessee's use. A condemnation shall be deemed for all purposes to include any taking by a public or quasi-public body or a conveyance in lieu thereof.

before the expiration of the Lease Term and fails to pay rent for a period of thirty (30) days after written notice from Lessor ("Event of Default"), then Lessor shall take possession of the Premises and relet them without such action being deemed an acceptance or surrender of this Lease or in any way terminating Lessee's liability under this Lease. The term for the reletting may extend beyond the Lease Term After any such abandonment, Lessee will remain liable to pay the rent specified in this Lease for the lease term, less the amount of rent and other consideration paid to Lessor as a consequence of reletting the Premises. Lessor is to use their best efforts to relet the Premises.

Section 12. Assignment of Lease. Lessee shall not assign or transfer this Lease or any interest herein without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed: provided the Lessee may assign or transfer this Lease or any interest therein to any other governmental commission, agency, bureau or department of the State of Indiana without the prior consent of Lessor.

Section 13. Nondiscrimination. In compliance with IC 22-9-1-10, Lessor shall not discriminate against any employee or applicant for employment, to be employed in the performance of

this Lease, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 14. Conflict of Interest

(a) As used in this section:

"Immediate family" means the spouse, the children, the parents, the sisters and the brothers of an individual.

"Interested party" means:

- (1) the individual lexecuting this Lease;
- (2) Partindividual who has an interest of three percent (3%) or more of Lessor, if Lessor is the Lake County Recorder!
- (3) any member of the immediate family of an individual under subdivision (1) or (2).

"Bureau of Motor Vehicles Commission" means the Bureau of Motor Vehicles Commission.

"Commission" means the State Ethics Commission.

- this Lease without recourse by Lessor if any interested party is an employee of the Bureau of Motor Vehicles Commission.
- The Bureau of Motor Vehicles Commission will not exercise its right of cancellation under subsection (b) if Lessor gives the Bureau of Motor Vehicles Commission an opinion by the Commission indicating that existence of this Lease and the employment by the Bureau of Motor Vehicles Commission of the interested party does not violate any statute or code relating to ethical conduct of Bureau of Motor Vehicles Commission employees. The Bureau of Motor Vehicles Commission may take action, including cancellation of this Lease, consistent with an opinion of the Commission obtained under this subsection.
- (d) Lessor has an affirmative obligation under this Lease to disclose to the Bureau of Motor Vehicles Commission when an interested party becomes an

employee of the Bureau of Motor Vehicles Commission. The obligation under this subsection extends only to those facts which Lessor knows or reasonably could know.

Section 15. Indiana Law. This Lease will be interpreted and governed by the laws of the State of Indiana.

Section 16. Notice. All notices required to be given under this lease will be in writing and will be sent by certified or registered mail, addressed to Lessor at:

Pete Baines Jr.

409 West 80th Place
Merrilyille, IN 46410
219-769 2077
FAX 219 769 2078 PROPERTY IS

NOT OFFICIAL!

and addressed to lies see anient is the property of

Gilbert Aken Mesty Chairmaner!
Bureau of Motor Vehicles Commission
Indiana Government Center North
Room 401
Indianapolis, IN 46204

Section 17. Default by Lessor. If Lessor fails to satisfy any of its duties or obligations under this Lease for a period of thirty (30) days after written notice from Lessee (or twenty-four (24) hours after coal or written notice in the event of an emergency), then Lessee may core such failure for the account of Dessor, cancel this Lease or exercise any other remedy available at law or in equity. If Lessee cures any such failure of Lessor or completes work and repairs which Lessor is obligated to perform under any section of this Lease, then Lessor shall pay to Lessee on demand all costs and expenses incurred by Lessee in connection with curing the failure or completing the work and repairs. If Lessor fails to pay the full amount of such costs and expenses within thirty (30) days after demand, then Lessee may set off the full amount of such costs and expenses against payments of rent. Lessor shall be responsible for any and all cost to Lessee associated with or as a result of Lessor's default which shall include but not be limited to any injury, loss, or damage to Lessor, its agents or employees.

Section 18. Cancellation of Funding.

(a) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support

continuation of this Lease, then the Lease shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

(b) The Budget Director will notify the Bureau of Motor Vehicles Commission whenever a determination is made under this section. The Bureau of Motor Vehicles Commission shall then notify Lessor in writing at least thirty (30) days prior to the effective date of cancellation that a determination has been made under this section and that the Lease will be cancelled. Cancellation will be effective on the date specified in the notice. The Bureau of Motor Vehicles Commission will perform almostigations it has to Lessor which accrue prior to the effective date of cancellation.

section 19 This Modureaution be page Tyrris lease may be modified at any time by aktiviting amendment signed by Lessor and Lessee.

section 20. Quiet Possession. For so long as there exists no continuing Event of Default, Lessee shall have the quiet possession of the Premises at all times without any interference or disturbance by Lessor or any party claiming under, by or through Lessor.

Section 21. Code Requirements. At all times during the existence of this lease agreement, the Lessor shall, at its own cost and expense, cause the Fremises and the Common Areas to conform with all applicable provisions of Local, State and Federal laws, regulations and orders, including without limitation, the Americans With Disabilities Act (ADA), 42 USC 101, et seq., (1990), all Indiana State Fire and Building Codes, and all applicable local, county or municipal Fire and Building Codes.

Section 22. Taxes. At no time during the existence of this lease agreement shall the Lessee be responsible, in any way, for the payment of any tax or taxes.

Section 23. Miscellaneous Provisions

(a) No waiver by either Lessor or Lessee of any condition or covenant of this Lease or failure by either Lessor or Lessee to exercise a remedy shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

- (b) Neither this Lease nor any acts done in compliance with this Lease shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of landlord and tenant.
- (C) This Lease contains the entire agreement and all understandings between Lessor and Lessee.
- (d) Upon request by Lessee, Lessor shall execute a memorandum of this Lease in recordable form setting forth the Lease Term and any other conditions and covenants of this Lease requested by Lessee.
- (e) In the event of any cancellation of this Lease pursuant to Sections 10, 14, or 18, neither Lessor nor Lesse chall have any further liability or obligation to the other party under or in connection with this Lease.
- (f) Theisthdersigned person executing this Lease on behalf pfilesson represents and warrants that he/she is fully empowered and duly authorized by all necessary action of Lessor to execute and deliver this Lease and that this Lease is the valid and bringing obligation of Lessor.
- (g) Time is of the essence in the performance of all duties and obligations included within this Lease agreement.

IN WITNESS to their agreement, the persons signing this Lease execute it for Lessor and Lesse:

FOR LESSOR

FOR LESSEE:

Bureau of Noter Vehicles commission

Gilbert L. Holmes, Chairman

Title: []WIEK

Date: 6-14-93

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REVIEWED AND APPROVED

JUN 2 8 1993

BMV LEGAL DEPARTMENT

Exhibit "A"

An area of approximately 3,960 sq. ft. located at 1304 N. Main St. U-4, Crown Point, IN 46307.

Exhibit "B"

Lessor to provide 3,960 sq. ft. of space, buildout per BMV specifications (Counters, ceilings, offices, lighting, electrical, floor & wall treatments) ADA accessibility per Federal guidelines, trash removal, snow parking lot maintenance, water & sewage, HVAC & plumbing maintenance.

Lessee to pay rent, utilities, telephone and janitorial service.

Exhibit "c"

Document is

Detectors must be either hard wired into the buildings or may be battery operated. If battery operated, it must contain a tamper resistant cover to protect the batteries.

The Premises shall have detectors spaced no further than thirty (30) feet apart or no more than fifteen (15) feet from any wall and in a manner as to provided adequate warning.

The Lessor shall inspect, maintain, repair or replace detector and extinguisher devices on a regular basis and at his own expense.

Fire extinguishers shall be of the kind specified in 675 IAC 22-2-13 (b) (1) and conform to all local, State and regulations.

Exit signs to comply with the requirements of 675 TAC 24-1-7

REV: 2-92

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA
COUNTY OF) SS:
The undersigned, being duly sworn to oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, or has any other member, representative, agency or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other
than that which appears upon the face of the contract.
This Document is the property of the Lake County Recorder!
Before me, a Notary Public, personally appeared before me and acknowledged the truth of the statement in this Non-Collusion Affidavit, this day of here. 1993
signature of Notery Public
My Commission Expires: Printed Name My Commission Expires: Printed Name My Commission Expires: Printed Name
6-1-97 Jake

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00 shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance, programs; and (4) the penalties that may be imposed upon an employee for darg abuse violations occurring in the workplace; the Lake County Recorder!
- Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any-criminal drugs statute conviction for a violation; occurring in the workplace no later than five (5) days after such conviction;
- Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice os such conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial neasures: on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DETER BLANCO JR DWITTER

PRINTED NAME AND TITLE

6-14-93 DATE