

**SECOND AMENDMENT TO
ON-AIRPORT RENTAL CAR OPERATIONS AGREEMENT AND LEASE
BETWEEN
THE CITY OF SAN JOSE
AND
EAN, LLC**

This SECOND AMENDMENT TO ON-AIRPORT RENTAL CAR OPERATIONS AGREEMENT AND LEASE is entered into this _____ day of _____ 2010, by the CITY OF SAN JOSE, a municipal corporation of the State of California ("City"), and EAN, LLC, a limited liability company authorized to do business in California ("Tenant").

RECITALS

WHEREAS, on February 19, 2008, City and Tenant entered into an agreement entitled "On-Airport Rental Car Operations Agreement and Lease Between the City of San Jose and EAN, LLC" ("Agreement") for Tenant's non-exclusive privilege of conducting an on-airport rental car concession operation at the City's Consolidated Rental Car Facility ("CRCF") to be constructed at the Norman Y. Mineta San Jose International Airport ("Airport"); and

WHEREAS, on April 21, 2008, City and Tenant entered into a First Amendment to the Agreement to include a Rent Stabilization Fund, a Director's CRCF Project Reserve Fund, revise the term of the agreement, revise the CRCF Improvements, revise the Customer Service Building Improvements and amend the Living Wage Provisions; and

WHEREAS, City, Tenant and all other On-Airport Companies have engaged in discussions regarding the design and construction of solar photovoltaic electrical power generating facility on the roof of the CRCF to supply electricity to the CRCF (the "Solar Facility"); and

WHEREAS, Tenant and all other On-Airport Companies have agreed to publicly support the City's decision to construct the Solar Facility and to include the City's capital cost of the Solar Facility in the Debt Service allocable to the CRCF; and

WHEREAS, in consideration for the public support of the Solar Facility by Tenant and all other On-Airport Companies, City has agreed to undertake the removal from the Current Premises of

all improvements constructed by Tenant and all On-Airport Companies (the "Demolition Project");

WHEREAS, the parties have agreed that the City will include the City's total cost for the Demolition Project as part of Facility Rent;

NOW, THEREFORE, the parties agree to amend the amended Agreement as follows:

SECTION 1. A new **Section 1.26.5, "Demolition Project"** is added to read as follows:

"1.26.5 Demolition Project"

Demolition Project means the removal from the Current Premises of all improvements constructed by Tenant and all On-Airport Companies as further described in Section 8.7 of this Agreement. Except as otherwise provided in this Agreement, the Demolition Project includes all of Tenant's obligations under Section 7.2.1 of the Current Agreement. The Demolition Project does not include: (a) the preparation of a Phase I environmental study for the Current Premises; (b) any further environmental study for the Current Premises that may result from any Phase I environmental study; (c) any Hazardous Materials cleanup and/or remediation that may be required pursuant to the terms of either the Current Agreement or this Agreement; or (d) the removal of any improvements from any leasehold premises other than the Green Lot (as that term is defined in the January 2000 Amended and Restated On-Airport Rental Car Operations Agreement and Lease ."

SECTION 2. A new **Section 1.26.5.1, "Demolition Project Costs"** is added to read as follows:

"1.26.5.1 Demolition Project Costs"

Demolition Project Costs means the sum of City's costs incurred to design, bid, contract for, obtain permits for, inspect, and manage the Demolition Project, as such costs are further described in Section 8.7.2.1 of this Agreement."

SECTION 3. A new **Section 1.61.5, "Solar Facility"** is added to read as follows:

"1.61.5 Solar Facility"

Solar Facility means the solar photovoltaic panels to be constructed on the roof of the CRCF to supply electricity to the CRCF. The Solar Facility is described in further detail in **SECOND REVISED EXHIBIT B**, attached hereto."

SECTION 4. Section 5.2.1, "Facility Rent", of Section 5.2 "Rent" is amended to read as follows:

"5.2.1 Facility Rent

Facility Rent shall be determined according to the method set forth in this Section 5.2.1.

5.2.1.1 Facility Rent Calculation

Prior to the commencement of each Lease Year, the City will calculate the total Facility Rent due from the On-Airport Companies for that upcoming Lease Year in the following manner:

- (a) Debt Service allocable to the CRCF funded from Bonds or other Debt, plus
- (b) the coverage amount applicable to the Debt Service amount calculated pursuant to section (a) above, plus
- (c) an amount equal to the total deposits needed to replenish all Bond reserve funds to required levels, and any other reserve funds, less
- (d) the estimated CFC revenues to be remitted to the City by the Rental Car Companies.

City will then calculate Tenant's portion of annual Facility Rent for the upcoming Lease Year by: dividing the sum of (a), (b), (c), and (d) above, by the total amount of square feet contained in all On-Airport Companies' Premises, and multiplying the resulting quotient by the total amount of square feet contained in Tenant's Premises; then adding:

- (e) Tenant's share of the estimated Transportation System Operating Costs as determined in accordance with Section 4.2.1. In the event that the estimated CFC revenues to be remitted to the City by the Rental Car Companies exceeds the sum of (a), (b) and (c) above, Tenant's share of the excess CFC revenues calculated pursuant to the preceding paragraph shall be subtracted from Tenant's share of the estimated Transportation System Operating Costs as determined in accordance with Section 4.2.1.
- (f) Tenant's share of City's Demolition Project Costs, as determined in the Director's sole discretion, amortized over a ten (10) Lease Year period at an interest rate equal to City's cost of funds for the Demolition Project Costs for that Lease Year shall be added to the sum of (a), (b), (c), (d) and (e) above. In the event that CFC revenues remain after any such CFC revenues are applied to the estimated Transportation System Operating Costs under (e) above, City may subtract Tenant's share of any such excess CFC revenues from Tenant's share of City's Project Demolition Project Costs at City's sole discretion and subject to Section 5.3.1.2 of this Agreement

The sum of (a), (b), (c), (d), (e) and (f) above shall result in the Facility Rent to be paid by Tenant for the upcoming Lease Year.

EXHIBIT H attached hereto illustrates an example of the calculation of annual Facility Rent in accordance with this Section.

5.2.1.2 Mid-Lease Year Adjustments

If it appears to City on the basis of information it is able to accumulate during the course of the Lease Year, that the budgeted costs it used in calculating the Facility Rent then in effect are likely to vary by more than ten percent (10%) from actual results, City may make adjustments to Facility Rent at mid-Lease Year, or at such other time during the Lease Year as the need for such adjustment becomes apparent to City. City shall provide the On-Airport Companies a minimum of thirty (30) days advance written notice of any adjustments under this **Section 5.2.**"

SECTION 5. A new Section 5.4, "Utility Charges", of Section 5 "CONSIDERATION FOR AGREEMENT" is added to read as follows:

"5.4 Utility Charges

City shall install and contract with third party utilities for the provision of electrical service at the CRCF. City may install and/or contract with third party utilities for the provision of other utilities at the CRCF. For all utilities that are not separately metered between the portions of the CRCF to be used by the City for public parking and the portions of the CRCF to be used by Tenant and all other On-Airport Companies, City shall first allocate its cost for all utilities provided to the CRCF between: (a) City's public parking operations at the CRCF; and (b) the total Tenant Premises for all On-Airport Companies and Common Area at the CRCF. City shall invoice Tenant for its share of City's cost for all utilities provided to Tenant's Premises and the Common Area by the City (collectively the "Utility Charges"). Tenant's share of City's cost for the Utility Charges allocated to the total square footage of Tenant Premises for all On-Airport Companies and Common Area at the CRCF shall be equal to the percentage obtained by comparing the total square footage of Tenant's Premises to the total square footage of all On-Airport Companies' premises in the CRCF.

5.4.1 Solar Credits

To the extent that City receives rebates, credits or any other amounts for the operation of the Solar Facility that directly reduce or offset the cost of electricity that would otherwise be payable to the City's third party CRCF electricity provider, City shall credit the full amounts of any such reductions or offsets against electricity Utility Charges otherwise due from Tenant under this Agreement. Tenant shall provide City with any data or information reasonably necessary for City to prepare and submit any required solar rebate, credit or offset applications.

5.4.2 Utility Charges Billing

Tenant's share of Utility Charges are payable by Tenant in arrears for the preceding month's Utility Charges and are due and payable within thirty (30) days from the date of City's invoice. Tenant hereby acknowledges that late payment to City of any Utility Charges will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. If any such Utility Charges are not received by City on or before the due date, then Tenant shall pay to City a late payment fee equal to one and one half percent (1 ½ %) per month of the amount not paid, calculated for each day, from the due date until the date that payment is received by City. City reserves the right to require that any late payments be made only in the form to be specified by the Director, and City further reserves the right to reject any late payment that is not in a form approved by the Director. The parties hereby agree that such late fee represents a fair and reasonable estimate of the cost that City will incur by reason of Tenant's late payment. City's acceptance of such late fees shall not constitute a waiver of Tenant's default with respect to such overdue amount or estop City from exercising any of the other rights and remedies granted hereunder in law or in equity."

SECTION 6. Section 8.7, "Current Premises – Removal of Improvements" is amended to read as follows:

8.7 Current Premises – Removal of Improvements

Except as set forth below, Tenant shall continue to occupy the Current Premises pursuant to the terms of the Current Agreement only until the Commencement Date of this Agreement, at which time Tenant shall vacate and surrender the Current Premises, pursuant to the terms of the Current Agreement and the Transition Plan as set forth below. Except as set forth below, it is not the intent of this Agreement to create any tenancy by Tenant in the Current Premises beyond the scheduled June 30, 2010, expiration date of the Current Agreement. Except as set forth below, any holding over of the Current Premises after the expiration or earlier termination of the Current Agreement shall be conditioned upon the approval of the City Council and on terms and conditions approved by the City Council. The parties agree that the Current Agreement shall expire on the Commencement Date of this Agreement.

After the vacation and surrender of the Current Premises by Tenant and all other On-Airport Companies, City shall undertake the Demolition Project pursuant to the terms of this Agreement.

8.7.1. Transition Plan

Upon completion of construction of its Tenant's Improvements on the Premises, Tenant shall relocate the entirety of Tenant's On-Airport Rental Car operations from the Current Premises to the Premises. Not later than ninety (90) days prior to the date that Tenant proposes to cease operations on the Current Premises, Tenant shall submit, or shall cause Tenant to submit, to the Director a written Transition Plan. The Transition Plan shall, at a minimum, address in detail Tenant's plans for each of the following issues:

8.7.1.1 Cessation of Operations

Cessation of Tenant's On-Airport Rental Car operations at the Current Premises, including but not limited to; (a) current Phase I environmental study for the Current Premises to be submitted to City no later than the date of this Amendment; (b) any Hazardous Materials cleanup and/or remediation as required pursuant to the terms of the Current Agreement; (c) compliance with the termination and surrender provisions of the Current Agreement; and (d) proposed estimated date (not later than June 30, 2010) to surrender possession of the Current Premises to City.

8.7.1.2 Relocation of Operations

Relocation and transition of Tenant's On-Airport Rental Car operations from the Current Premises to the Premises, including but not limited to: (a) relocation of operations in a manner that does not unreasonably interfere with the operations of the Airport and/or any other Airport tenants or customers; (b) list of equipment and fixtures currently located at the Current Premises to be removed by Tenant from the Current Premises no later than the date of this Amendment; and (c) proposed estimated date to commence On-Airport Rental Car operations at the Premises.

8.7.1.3 City Approval

The Director shall have the right, by written approval of the Transition Plan, to impose reasonable changes, conditions and requirements relating to the manner and method of Tenant's transition plans, which shall be conditions precedent to the Tenant proceeding with Tenant's Transition Plan, including but not limited to requiring Tenant to conduct further review of any hazardous materials contamination or release on the Current Premises as shown in Tenant's Phase I environmental study. All conditions, requirements and changes required by the Director shall be incorporated into a revised Transition Plan, a copy of which shall be submitted to the Director within twenty (20) days after City's comments are delivered to Tenant. Approval of the Transition Plan by the Director, as set forth in this Section, shall not constitute a representation or warranty as to conformity with Laws or Airport requirements, which shall remain the Tenant's sole responsibility."

8.7.2. Demolition Project

The City shall commence the Demolition Project after the surrender of the Current Premises by all On-Airport Companies. The Demolition Project shall be more specifically described and depicted in, and shall be conducted by the City in substantial accordance with the plans and specifications prepared and finalized by or at the direction of the City in connection therewith (the "Demolition Project Plans")

8.7.2.1 Demolition Project Costs

City shall include in the Demolition Project Costs its actual administrative costs to design, bid and manage the Demolition Project in a total amount not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). City shall also include in the

Demolition Project Costs the total compensation paid to the City's Demolition Contractor pursuant to the terms of the City's contract with the Demolition Contractor. City's estimate for the total compensation to be paid to the City's demolition contractor pursuant to the terms of the City's agreement with the demolition contractor is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). However, this estimate is not intended by the parties to be a limitation or cap upon the total compensation to be paid to the City's demolition contractor. For the purpose of this Agreement, City's estimate for the total compensation to be paid to the City's demolition contractor shall be used by the parties for the sole purpose of determining the process to award a Demolition Project contract under this **Section 8.7.2**. Accordingly, City shall include all Demolition Project Costs incurred by City pursuant to a Demolition Project contract awarded to a contractor under this **Section 8.7.2** as part of Facility Rent under **Section 5.2.1** above, regardless of whether total compensation paid by City under the Demolition Project contract exceeds ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000).

8.7.2.2 Demolition Project Bidding and Award

City shall advertise the Demolition Project for bid as a City public works project, pursuant to all applicable City public works bidding process and requirements. Upon bid opening for the Demolition Project, City shall provide written notice to Tenant and all other On-Airport Companies of the bid amount for the lowest responsive and responsible bidder, which shall be determined by City in its sole discretion.

In the event that the bid amount for the lowest responsive and responsible bidder is equal to or less than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), City staff shall recommend that the City Council award the Demolition Project to the lowest responsive and responsible bidder.

In the event that the bid amount for the lowest responsive and responsible bidder is greater than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), Tenant and all other On-Airport Companies shall have ten (10) calendar days from the date of City's written notice to submit a written notice of objection to City. In the event that City does not receive a timely written notice of objection from Tenant or any other On-Airport Company, City staff shall recommend that the City Council award the Demolition Project to the lowest responsive and responsible bidder.

In the event that City receives a timely written notice of objection from Tenant or any other On-Airport Company, City shall have no further obligation to proceed with or complete the Demolition Project. In such event, Tenant and all other On-Airport Companies shall each remain responsible to remove all improvements constructed by Tenant and all On-Airport Companies from the Current Premises pursuant to **Section 7.2.1** of the Current Agreement. Notwithstanding any such termination of the City's obligation to proceed with or complete the Demolition Project, City shall include all of its Demolition Project Costs incurred up to the date of such termination in the Facility Rent calculated pursuant to **Section 5.2.1** above.

SECTION 7. Section 9.2, "Tenant's Obligation" is amended to read as follows:

"9.2 Tenant's Obligation.

City shall provide and bill Tenant for electricity to serve the Premises. City may, but shall not be obligated to, provide and bill Tenant for other utilities to serve the Premises. Tenant shall pay Utility Charges to City pursuant to **Section 5.4** of this Agreement. Tenant shall comply with all City, County, State or Federal government mandated water and energy conservation programs in fulfilling its obligations hereunder. During the Term, Tenant shall be liable to pay or cause to be paid, within thirty (30) days after Tenant receives an invoice therefore, and protect, defend, indemnify and hold harmless City and the property of City, including the Premises, the Terminals and the Airport, from and against any charge for the installation, connection, maintenance, and furnishing of all utilities, utility facilities and services used by the Tenant at the Premises, that are not otherwise supplied by City at the Premises pursuant to this Agreement."

SECTION 8. **REVISED EXHIBIT B "CONSOLIDATED RENTAL CAR IMPROVEMENTS"** is replaced with **SECOND REVISED EXHIBIT B**, attached and incorporated into this Second Amendment.

SECTION 9. **EXHIBIT H "EXAMPLE OF ANNUAL FACILITY RENT CALCULATION"** is replaced with **REVISED EXHIBIT H**, attached and incorporated into this Second Amendment.

SECTION 10. All of the terms and conditions of the amended Agreement not modified by this Second Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

APPROVED AS TO FORM:

KEVIN FISHER
Senior Deputy City Attorney

"CITY"

CITY OF SAN JOSE, a municipal
corporation

By _____

Date: _____

"TENANT"

EAN, LLC, a limited liability company

By _____

Name _____

Title _____

SECOND REVISED EXHIBIT B

CONSOLIDATED RENTAL CAR FACILITY IMPROVEMENTS

Customer Service Building ("CSB")—Level 1

- 57 position customer counter shells (to accommodate Tenant-specific inserts)
- Branding wall behind customer counter
- 6 administrative office suites based on standard finishes for each Tenant (excluding specialty branding items, signage, and furnishings).
- 8 common use traction elevators & lobby
- 2 pairs of public use restrooms (2 sets of men & women)
- Flight Information Displays ("FIDS")
- All common way-finding signage and code-required life safety signage
- Future baggage check-in area
- Customer information area
- 1 Building Distribution Frame (BDF) with individual Tenant closets within each office suite
- Telephone and data cable and conduit from the primary distribution room to the individual telecommunications closets in the administrative office areas.

No furniture or electronic devices will be provided beyond general lighting, life safety provisions, and power. The telecommunication/data infrastructure within the CSB (structured cable system) will tie together non-contiguous Tenant Premises allowing Tenant to install all proprietary LV wiring and equipment within its Premises. Tenant will provide programming and input into the design of its Premises in accordance with project schedule milestones established within the 31% to 60% design phase and subject to the City's approval.

The final design layout and level of finishes will be determined by the City. The City's design intent is to standardize to the greatest amount possible to provide future space reallocation flexibility.

Ready/Return Garage – Levels 2 thru 7 (6 levels)

In additions to the common use areas, includes the following items at each level:

- 2 shared vertical circulation ramps (helixes) – 1 each for entry and exit
- 2 dedicated access ramps (to and from) adjacent Quick-Turnaround ("QTA") structure
- Elevator lobby with primary structural modifications to accommodate Tenant booths and future Tenant-provided inter-floor stairs and / or escalators
- 1 pair of public restrooms (men & women)

- Accommodation for 2 Airline Self Service Devices (SSD) at elevator lobby
- 3 Intermediate Distribution Frame ("IDF") closets located on Levels 3, 5 and 7 (with locking equipment cabinets for each floor and each Tenant on multi-Company floors), each serving that floor and the adjacent ready/return floor below Telephone and data cable and conduit from the primary distribution room (BDF) on Level 1 to the 3 IDF closets on the alternating ready/return floors above
- Painted ceilings
- Fluorescent lighting with a design average floor level rating of 10 foot candles.

An allowance of \$900,000 is provided in the GMP for Common Area vehicle security booths and equipment. Internal Tenant Premises' security to be provided by Tenant in accordance with the project schedule. A vertical power & telecommunication/data spine (structured cable system) with distribution hub will be provided from Level 1 to a central distribution point on each floor of the ready/return garage.

Incidental branding items, vehicle security equipment, security booths, customer service kiosks and inter-floor stairs or escalators (if any) will be the responsibility of Tenant. Input by Tenant to the City and the Contractor will be required in accordance with the project schedule during the design and construction process to coordinate the proper infrastructure preparation where necessary (for installation by Tenant).

A parking striping and bumper allowance is provided which will be used to install final layouts in accordance with specific layouts provided by Tenant in accordance with project schedule milestones established within the 31% to 60% design phase.

The authority for final design criteria and selection rests with the City and the responsibility for procurement rests with the City's Contractor.

Quick-Turnaround Structure – 3 elevated levels adjoining the ready/return garage, each level serving 2 ready/return floors

Includes the following standardized equipment distributed equally among the levels. This includes the following items at each level:

- 21 single-nozzle fueling positions with central distribution system
- 11 fuel island overhead ("OH") reel sets w/ air and windshield washer fluid ("WWF")
- 4 hose bibs at fuel islands (1 per island) for water supply
- 4 wash bays including wash system utilizing recycled water and R.O. rinse water
- 3 light maintenance bays, each with a light vehicle lift
- 3 maintenance bay OH reel sets w/ air, water, oil, light and power
- Vacuum hose serving each fueling position
- 1 IDF closet (with locking equipment cabinets on those floors with multiple Companies)

- Telephone and data cable and conduit from the main distribution room on Level 1 to the IDF closet on each level.
- Tenant offices
- 2 restrooms (men & women) per level

Programming & design input from Tenant will be required, however the City's design intent is to standardize to the greatest extent possible to provide future space reallocation flexibility. No furniture or electronic devices will be provided beyond general lighting, life safety provisions, and general power. The telecommunications/data infrastructure (structured cable system) will tie together non-contiguous Tenant Premises allowing Tenant to install all proprietary LV wiring and equipment on its Premises. Tenant will be required to provide its own miscellaneous equipment, tools, specialty fluids, and furniture (including any lockers, and washers and dryers).

The following is provided at the ground level of the QTA:

- One common use meeting room, reception/storage area, unisex restroom
- CRCF manager's office
- Common use fueling system (final location, storage capacity & system design TBD)
- Central motor oil supply & waste oil collection
- General receiving area
- Bicycle storage area
- Trash & recycling area
- 1 traction service elevator serving all 3 QTA levels above
- 1 MDF
- Fire pump
- Emergency generator, 750kW

Solar Facility

- Roof mounted photovoltaic panel system capable of generating a nominal 1 megawatt AC as determined by the CSI EPBB Calculator
- Offsets power consumption of main building switchgear

Tenant will participate in on-going design reviews and provide input on selection of the common systems in accordance with project schedule milestones established within the 31% to 60% design phase. The authority for final selection rests with the City and the responsibility for procurement rests with the Contractor.

REVISED EXHIBIT H

EXAMPLE OF ANNUAL FACILITY RENT CALCULATION

The following is an example only, of the methodology of annual Facility Rent Calculation in accordance with Section 5.2.1. *The amounts listed are not reflective in any way, of actual amounts.*

(a) Annual Debt Service allocable to CRCF	\$3,000,000
(b) Annual Debt Service Coverage (1.25X)	750,000
(c) Bonds reserve funds replenishment/ CRCF R&R fund deposit, etc	50,000
Subtotal	<u>\$3,800,000</u>
Less: Estimated Annual CFC Revenue	(\$1,000,000)
Annual Facility Rent (all On-Airport Companies) (excluding Transportation System Operating System Costs)	<u>\$2,800,000</u>
Divided by: Total square feet of all On-Airport Companies' Premises	1,000,000
Per square foot Facility Rent	<u>\$ 2.80</u>
Multiplied by: Total square feet of Tenant's Premises	<u>100,000</u>
Tenant's share of Facility Rent	\$ 280,000
Plus: Tenant's share of annual Transportation System Operating Costs per Section 4.2.1	\$ 200,000
Less: Tenant's share of any remaining CFC Revenue	(\$ 50,000)
Plus: Annual Demolition Project costs (amortized over a ten (10) Lease Year period at an interest rate equal to City's cost of funds for the Demolition Project Costs for that Lease Year)	<u>\$ 100,000</u>
TENANT'S ANNUAL FACILITY RENT	\$ 530,000

ALL-PURPOSE ACKNOWLEDGMENT

State of _____ }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

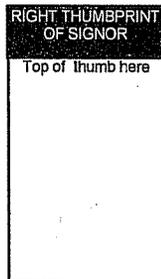
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

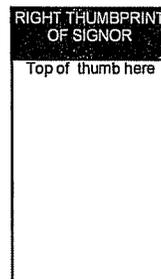
- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or conservator
- Other: _____



Signer is Representing: _____

