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Lease Area No. 04-SP-101-3.4.53,54 Account No. 15763-GOZ-G1

NOV 8 1979

City & County of San Francisco, Cast. STATE OF CALIFORNIA

RECORDER DEPARTMENT OF TRANSPORTATION

June \_\_\_\_\_, 1975, by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called LESSOR, and State Bar of California, a Public Corporation, hereinafter called LESSEE.

HITNESSETH

LESSOR, for and in consideration of the covenants, conditions, and agreements, hereinafter to be performed by LESSEE, does hereby lease unto the said LESSEE those certain premises known as AIR-SPACE LEASE AREA NO. CH-SF-101-3, 4, 53, 54, situate in City of San Francisco, county of San Francisco, said land or interests therein being shown on the map or plat attached hereto marked, "EXHIBIT A", and by this reference made a part hereof, and more particularly described as follows:

04-SF-101-3

COMMENCING at a point on the southerly line of McAllister Street, distant thereon 165 feet westerly from the westerly line of Franklin Street; thence easterly 82 feet; thence at a right angle southerly 120 feet to the northerly line of Ash Street; thence westerly along said line of Ash Street 82 feet; thence at a right

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angle northerly 120 feet to the point of commencement. LIBER (260 PAGE 114

#### 04-SF-101-4

COMMENCING at a point on the southerly line of McAllister Street, distant thereon 165 feet westerly from the westerly line of Franklin Street; thence westerly along said line of McAllister Street 68 feet; thence southwesterly 136 feet and 3 feet to the northerly line of Ash Street; thence easterly along said line of Ash Street 137 feet; thence at a right angle northerly 120 feet to the point of commencement.

#### 04-SF-101-53

COMMENCING at a point on the southerly line of Ash Street, distant thereon 88 feet easterly from the easterly line of Gough Street; thence easterly along said line of Ash Street 170 feet; thence northeasterly 42 feet to a point on the northerly line of Ash Street, distant thereon 281 feet from the easterly line of Gough Street; thence westerly along last said line of Ash Street 171 feet; thence at a right angle southerly 0.5 of a foot; thence at a right angle westerly 2 feet; thence southwesterly 40 feet to the point of commencement.

#### 04-SF-101-54

commencing at a point on the southerly line of Ash Street, distant thereon 258 feet easterly from the easterly line of Gough Street; thence westerly along said line of Ash Street 22 feet; thence at a right angle southerly 33 feet; thence northeasterly 40 feet to the point of commencement.

EXCEPTING THEREFRON all those portions of the above-described property needed for highway purposes, more particularly that property occupied or to be occupied by the supports and foundations of the viaduct, if any, including possible future expansion of the viaduct during the term of this Lease. ALSO EXCEPTING THEREFRON all that portion of said property above a horizontal plane 8 feet below the underside or soffit, whichever is lowest, of the viaduct which plane extends to the vertical boundaries of the above-described property.

#### THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

#### 1. TERM

The term for parcels <u>04-SF-101-3</u> and <u>53</u>, 54 of this Lease shall be for a primary term of <u>fifty</u> (50) years beginning

January 1. 1976, and ending <u>December 31. 2025</u>

plus options for <u>four (4)</u> extended terms of <u>ten (10)</u> years each, and <u>one (1)</u> extended term of <u>nine (9)</u> years; terms to begin on the expiration of the initial term and each successive extended term to begin on the expiration of the term immediately preceding. The term for parcel <u>04-SF-101-4</u> will coincide with parcels <u>04-SF-101-3</u> and <u>53, 54</u> except that it will not commence until <u>March 1, 1976</u>

LESSEE'S option of renewing this Lease shall be exercised in writing by certified or registered mail to LESSOR at least one-hundred eighty (180) days prior to the commencement of the renewal period. In the event LESSEE does not exercise his option of renewal, LESSOR shall have the right to post the leased premises

with "For Rent" signs and to show the leased premises to prospective tenants during the terminal six (6) months.

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### 2. RENTAL

#### A. Initial Term

LESSEE agrees to pay LESSOR rent for the leased premises according to the schedule as shown below.

Parcel No. 04-SF-101-3 &54 \$ 652.50 per month

Parcel No. 04-SF-101-4 \$ 797.50 per month to

commence March 1, 1976

Parcel No. 04-SF-101-53 No rent for the first 50-years. On

January 1. 2026 , rent for this parcel would commence in an amount based on the rate charged per net square foot of area for Parcel No. 04-SF-101-3-4 & 54.

First and last month's payable in advance, thereafter, each month's rent is due and payable on the first day of each month and will be delivered to LESSOR at the office of the State of California, Department of Transportation, P.O. Box 3366, Rincon Annex, San Francisco, CA 94119. Rent for Parcel No. 04-SF-101-3 & 54, shall commence on the 1st

day of January 1976

LIBER C260 PAGE 117 B. Adjustments The rental rate shall be adjusted on \_ January 1. 1981 3 \_, and thereafter at five (5) year inter-4 vals on \_\_\_\_\_\_ for the remainder of any term, upwards or downwards, in proportion to the 5 then current United States Department of Labor, 7 Consumer Price Index (all items) in the San Francisco 8 Bay Area as it differs from the quarter immediately 10 preceding the commencement of this Lease, designated 11 herein as the 4th quarter of 1975 12 The base index number upon which said formula 13 for adjustment shall be calculated is the base number 14 of said index as the same stands on December 31 15 19 75 , TO WIT: 164.2 16 The variation shall be determined by subtraction 17 of the base index number as herein fixed from the 18 current annual average index number at the date of 19 rental adjustment. 20 The percentage of the variation shall be deter-21 mined by a division of the variation figure as above 32 established by the base index number in effect at 23 the date of the Lease. 24 In the event the method of computing the afore-25 said index is changed, or should it be discontinued, 23 the parties shall mutually agree to the use of a

similar consumer price index. In the event the

parties fail to agree on a price index, the selection of the same shall be submitted to the Presiding Judge of the Superior Court of the State of California in San Francisco County and his decision shall be final and conclusive upon the parties.

# 3. IMPROVEMENTS, REPAIRS, MAINTENANCE AND USE OF THE PROPERTY

The premises will be used exclusively for the construction of a building and parking of cars purpose.

LESSEE agrees to provide access over the subject parcels for fire trucks as required by the San Francisco Fire Department. The location of said areas are shown on "Exhibit A" and by this reference made a part hereof.

LESSEE agrees to conform to the above-described use. Any change in use must be mutually agreed to by LESSOR and LESSEE.

LESSEE, prior to the construction of any improvements on the leased premises, shall furnish a description on the proposed facility including:

A. 5 each - Preliminary site plans and one duplicate tracing.

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- B. 5 each Architectural elevations and one duplicate tracing. (This should include a profile of the proposed building relating to the profile of the highway facility).
- C. Brief outline specifications, including stuctural system, types of materials, exterior finishing, and landscaping.

All plans and specifications submitted by LESSEE to LESSOR shall be subject to LESSOR'S review and approval, including but not limited to lighting facilities, location of test borings, means of ingress and egress to the property. Any improvements or construction upon the premises shall be of one hour fire-resistant construction and shall in every respect comply with the laws, ordinances and regulations, municipal or otherwise, that may govern the construction of the same, and LESSEE shall save the LESSOR harmless of and from any loss or damage by reason of the construction of said new improvements, and by reason of any mechanics' liens or encumbrances of any kind or nature.

LESSEE shall not construct or erect any sign without the prior approval of LESSOR.

LESSEE, at his sole cost and expense, shall comply with and faithfully observe in the use of the premises all the requirements of all Municipal, State and Federal authorities now in force or which may hereinafter be in force pertaining to the leased premises.

Any improvements or construction on the subject parcels shall be sprinklered if said improvements are within fifteen (15) feet of the highway structure.

LESSEE shall not install facilities for, nor operate on the land below a viaduct structure, a gasoline supply station, nor shall the transportation of gasoline or petroleum products be permitted under the viaduct structures.

The premises will not be used for the manufacture of inflammable materials or explosives, or for any storage of inflammable materials, explosives, or other materials or other purposes deemed by LESSOR to be a potential fire or other hazard to the transportation facilities. The operation and maintenance of the lease premises shall be subject to regulations of LESSOR so as to protect against fire or other hazard impairing the use, safety and appearance of the transportation facility. The occupancy and use of the area shall not be such as will permit hazardous or unreasonably objectionable smoke, fumes, vapors or odors to rise above the grade line of the transportation facility.

Prior to the commencement of any construction, LESSEE shall furnish separate performance and labor and material bonds executed by an admitted surety insurer, subject to approval of LESSOR. The labor and material bonds shall be in a sum equal to at least one-half of the performance bond.

LESSOR or its agent shall at all times have the right to go upon and inspect the leased premises and to serve or to post thereon any notice required or permitted by law for protection of any right or interest of LESSOR.

It is mutually agreed that LESSEE shall commence construction of the approved facilities on the leased premises within one hundred fifty (150) calendar days after the commencement of the lease and shall be completed consistent with the plans and specifications within seven hundred thirty (730) days after commencement of the construction. In the event construction is not commenced or completed in the time set forth above, or if not prosecuted with reasonable diligence to completion, acts of God or labor disputes excepted, this Lease may be terminated, at LESSOR'S option, and be of no further force and effect.

within ninety (90) days after completion of construction of the facilities, LESSEE shall furnish to LESSOR two sets of the construction plans showing said facility as constructed in detail, including the location of all underground and aboveground utility lines.

LESSEE, at his own cost and expense, shall maintain the leased premises and improvements thereon, including fences, and guardrails heretofore, or hereafter erected, in good repair and in compliance with all requirements of law. LESSEE shall take all steps necessary to effectively protect the fences, guardrails, and the piers and columns, if any, of the viaduct from damage incident to LESSEE'S use of said premises and improvements, all without expense to LESSOR. LESSEE shall be liable to and shall reimburse LESSOR within thirty (30) days after billing for any maintenance obligations of LESSEE performed by LESSOR or for any

damage to said fences, guardrails, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by LESSEE or any person entering upon the same with the consent of LESSEE, expressed or implied, plus penalty as provided in Clause 9.

#### 4. LIABILITY INSURANCE

This Lease is made upon the express condition that LESSOR is to be free from all liability and claims for damages by reason of any injury to any person or persons, including LESSEE, or property of any kind whatsoever and to whomsoever belonging, including LESSEE, from any cause or causes resulting from the operations and/or use of the premises by LESSEE, his agents, customers and/or business invitees. LESSEE hereby covenants and agrees to indemnify and save harmless LESSOR from all liability, loss, cost and obligation on account of any such injuries or losses.

LESSEE shall, at his own expense, provide and keep in force during the within tenancy (a) public liability insurance in a company or companies to be approved by LESSOR, to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in, or about, the leased premises, in the amount of not less than \$500,000.00, to indemnify against the claim of one person, and in the amount of not less than \$2,060,000.00 against the claims of two or more

persons resulting from any one accident; and (b) property damage or other insurance, in a company or companies to be approved by the LESSOR, to protect LESSOR, its officers, agents and employees, against any and every liability incident to the use of or resulting from any and every cause occurring in, or about the leased premises, including any and all liability of LESSOR for damage to vehicles parked on the leased premises, in the amount of not less than \$100,000.00. Said policies shall name the State as co-insured and shall inure to the contingent liabilities, if any, of LESSOR and the officers, agents, and employees of LESSOR and shall obligate the insurance carriers to notify LESSOR, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the State of California, its officers, agents, or employees. LESSEE shall furnish to LESSOR a certified copy of each and every such policy or a Certificate of Insurance acceptable to the LESSOR within not more than ten (10) days after execution thereof.

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LESSEE agrees that, if LESSEE does not keep such insurance in full force and effect, LESSOR may take out insurance and pay the premiums thereon, and the repayment thereof, plus penalty as shown in Clause 9, shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

#### 5. FIRE INSURANCE

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LESSEE shall obtain and keep in effect at all times during the term of this Lease fire and extended coverage insurance; upon all buildings, structures, and improvements constructed on said premises. Such policy or policies of insurance shall be for not less than eighty (80) percent of the insurable value of the property covered and shall provide for payment of losses to LESSEE. LESSOR shall be named as an additional insured on all fire and extended coverage insurance policies placed on the buildings and improvements on said premises.

If during the primary or any extended renewal terms, the building or improvements on, in or appurtenant to the land at the commencement of the term or thereafter erected thereon shall be destroyed or damaged in whole or in part by fire or other cause. LESSEE shall give to LESSOR immediate notice thereof, and LESSEE shall promptly repair, replace and rebuild the same, at least to the extent of the value and as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence; and LESSOR shall in no event be called upon to repair, replace or rebuild any such buildings or improvements.

LESSEE shall continue to pay rent hereunder during the period said improvements shall be damaged or destroyed.

LESSEE agrees that, if LESSEE does not keep such insurance in full force and effect, LESSOR may take out insurance and pay the premiums thereon, and the repayment thereof, plus penalty as shown in Clause 9, shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

#### 6. PAYMENT OF TAXES

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LESSEE agrees to pay and discharge, or cause to be paid and discharged when due, before the same become delinquent, all taxes, assessments, impositions, levies and charges of every kind, nature and description, whether general or special, ordinary or extraordinary, which may at any time or from time-to-time during the term of this Lease by or according to any law or governmental, legal, political, or other authority whatsoever, directly or indirectly, taxed, levied, charged, assessed or imposed upon or against, or which shall be or may be or become a lien upon said premises or any buildings, improvements or structures at any time located thereon; or any estate, right, title, or interest of LESSEE in and to said premises, buildings, improvements or structures.

IESSEE shall pay when due, before delinquency, personal property taxes on fixtures, equipment and facilities owned by LESSEE, whether or not the same have become so fixed to the land as to comprise a part of the real estate.

LESSEE further agrees that any such obligation, including possessory interest tax that the city or county may impose upon LESSEE's interest herein, shall not reduce any rent due LESSOR hereunder and any such obligation shall become the liability of and be paid by LESSEE.

In the event LESSEE shall fail to discharge any of the above obligations, LESSOR may, at his option, discharge the same and the amount so paid by LESSOR plus penalty as shown in Clause 9 shall be added to the rentals next accruing under this Lease; provided that LESSEE shall have the privilege at his own expense

and before delinquency occurs of contesting, objecting to or opposing the legality or validity or amount of such taxes. Any default in the payment of said obligations shall, at the option of LESSOR, be considered a default under the terms of this Lease.

#### 7. RIGHT OF ENTRY

LESSOR through its agents or representatives, shall have full right and authority to enter in and upon the leased premises and any building or improvements situated thereon at any and all reasonable times during the term of this Lease for the purpose of inspecting the same without interference or hindrance by LESSEE, his agents or representatives.

LESSOR further reserves the right of entry for the purpose of inspecting the leased premises, or the doing of any and all acts necessary or proper on said premises in connection with the protection, maintenance, reconstruction, and operation of the freeway structures and its appurtenances; provided, further, that LESSOR reserves the further right, at its discretion, to immediate possession of the same in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures, in which event the term of this Lease shall be extended for a period equal to the emergency occupancy by LESSOR, and during said period LESSEE shall be relieved, to the degree of interference, from the performance of conditions or covenants specified herein.

LESSOR further reserves the Right of Entry by any authorized officer, engineer, employee, contractor or agent of

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the LESSOR for the purpose of performing any maintenance activities upon the property for which LESSEE has failed to perform.

LESSEE shall be billed for any such maintenance as provided in Clauses No. 3 and No. 9.

#### 8. CONDEMNATION CLAUSE

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In the event it becomes necessary for LESSOR to acquire any of the leased premises for any public use, LESSEE specifically waives all defense to any condemnation action except a claim for compensation. The leased premise shall be considered a single parcel and LESSEE shall be compensated based upon the value of its interests in said single parcel and improvements constructed thereon without regard to adjoining uses or ownership.

# 9. DEFAULT BY LESSEE

This Lease is subject to LESSEE's performance of the terms and conditions set forth herein. LESSOR shall exercise against LESSEE any remedy which LESSOR may have for breach of any covenant or agreement herein expressed, including a forfeiture of said Lease, only after LESSEE has failed for a period of thirty (30) days after receipt of notice thereof to correct the condition of which complaint is made.

In the event LESSEE defaults in the payment of rent when due, or should LESSOR be obligated to expend any monies pursuant to the provisions of Clauses 3, 4, 5, 6 and 7 herein, LESSEE shall be liable to LESSOR for the principal sum expended plus a penalty of one (1) percent per month.

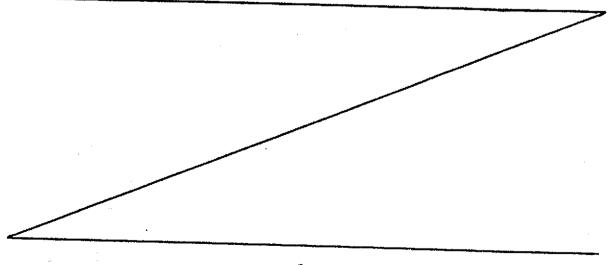
Said penalty shall commence on the date of rental delinquency or thirty (30) days after billing is made by LESSOR.

# 10. ATTORNEYS' FEES

In the event that any dispute shall arise between LESSOR and LESSEE by reason of the breach or the alleged breach of any term, covenant or condition contained herein, and such dispute shall result in litigation, it is understood and agreed that the successful party in such litigation shall be entitled to reasonable attorneys' fees to be established by the Court.

## 11. NOTICES

Any and all notices or demands by or from LESSOR to LESSEE, or LESSEE to LESSOR, shall be in writing. They shall be served either personally or by mail. Any notice or demand to LESSOR may be given to LESSOR at P. O. Box 7791, Rincon Annex, San Francisco, CA 94120, or at such other place or places as shall be designated by LESSOR from time-to-time. Any notice or demand to LESSEE shall be given to LESSEE at 601 McAllister Street, San Francisco, CA 94102.



#### 12. ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY

Appointment of a receiver to take possession of LESSEE's assets, LESSEE's general assignment for benefit of creditors, or LESSEE's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease and this Lease shall terminate.

#### 13. WAIVER

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# 14. PAIR EMPLOYMENT PRACTICES

LESSEE, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (1) no person, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination

in the use of said facilities, (2) that in connection with the construction of any improvements on said land and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation and vehicle servicing) constructed or operated (on, over, or under) the space of the right of way, and (4) that LESSEE shall use the land in compliance with all other requirements imposed pursuant to Title 40. Code of Federal Regulations, Part 21 (49 C.F.R., Part 21) and as said regulations may be amended. In the event of breach of any of the above-nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

# 15. SUBLEASES, ASSIGNMENTS AND ASSIGNMENTS BY OPERATION OF LAW

LESSEE shall not sublease or assign voluntarily or involuntarily said premises or any part thereof without the prior written approval of LESSOR.

No holding over by LESSEE shall operate to renew this Lease without the written consent of the LESSOR endorsed thereon.

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#### 16. ENCUMBRANCES (ALTERNATE CLAUSE)

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LESSEE and LESSOR hereby acknowledge and agree that LESSEE intends to encumber the leased premises for the purpose of constructing improvements and/or permanent financing of new improvements. Any such encumbrance is void without the prior written consent of LESSOR. LESSEE must secure the financing from a financial institution (hereinafter called "LENDER") qualified to do business in the State of California. LENDER must agree to provide LESSOR thirty (30) days' written notice in the event of default on the loan. In the event LESSEE defaults in performance of any obligation under this Lease, LESSOR will not terminate the Lease because of such default unless and until LESSOR gives thirty (30) days' written notice to LENDER, and LENDER (a) fails to cure such default, if the same can be cured by the payment of money required to be paid under the provisions of said Lease, or if such default is not curable by money, cause the commencement; and thereafter diligently pursue to completion steps and proceedings for the exercise of the power of sale in the manner provided by law, and (b) cause and perform all of the covenants and conditions of this Lease requiring the expenditure of money by LESSEE until such time as the premises shall be sold in the manner provided by law. HOWEVER, if LENDER fails or refuses to comply with any and all of the conditions in this paragraph, then and thereupon LESSOR shall be released from the covenant of forbearance, and LESSOR may declare this Lease to be terminated. All right of LESSEE and/or LENDER and those who claim under LESSEE, stemming

In the event of a foreclosure of trustee's sale of LENDER's security interest pursuant to the laws of the State of California, the purchaser at said sale, be it LENDER or others, shall succeed to all of the right, title and interest of the secured party. LENDER may with LESSOR's consent, receive a deed (a Quit Claim Deed of all interest of the LESSEE) on assignment of LESSEE's interest in lieu of a foreclosure.

LESSOR shall give LENDER a written notice of any default by LESSEE under this Lease which notice shall be given concurrently with the notice to LESSEE. LENDER may have thirty (30) days in addition to the time which LESSEE has to cure any default of LESSEE or, if the default cannot be cured within that time, it shall be considered a cure if LENDER commences the necessary action to effect the cure and diligently prosecutes such action and pays any delinquent rent. In the event that LENDER must take possession of the property or enter upon the property to effect a cure, it shall be considered a cure if LENDER commences foreclosure proceedings within thirty (30) days' period allowed, pays any delinquent rent, and prosecutes such proceedings diligently to a conclusion. After said foreclosure, LENDER shall have a reasonable time to cure said default.

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TIME is expressly made the essence of this Lease.

IN WITHESS WHEREOF, the undersigned have executed this Lease the day and year first above-written.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Ву

Deputy Chief Engineer

THE STATE BAR OF CALIFORNIA

A Public Corporation

John S. Malone, Secretary

COURT FAREA FORM

