

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, entered into this 23rd day of December, 1998, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, hereinafter referred to as "LESSOR,"

and

ANN STORCK CENTER, INC., a non-profit Florida corporation hereinafter called "LESSEE."

WHEREAS, the Lessor is seized and possessed of certain property more fully described hereinafter; and

WHEREAS, the parties herein did on October 5, 1982 enter into an assignment of a prior lease between the City of Fort Lauderdale as Lessor and Pediatric Care Center of Broward County, Inc. for the identical real property described herein and the said parties terminated the said prior lease for the purpose of entering into a lease agreement between the parties hereto dated as of December 20, 1983 (the "1983 Lease"); and

WHEREAS, the parties hereto desire to amend and restate the 1983 Lease as hereinafter provided; and

WHEREAS, the City on December 15, 1998, did approve a resolution wherein the City approved the issuance of bonds by the City in an amount not to exceed Two Million Six Hundred Five Thousand Dollars (\$2,605,000) Dollars, the proceeds of which are to be loaned to Lessee to (i) refinance certain outstanding bonds of Lessee, the proceeds of which were used to construct a forty-eight (48) bed residential facility plus additions and improvements to existing facilities, and (ii) finance certain improvements to Lessee's facilities; and

WHEREAS, the Lessee has represented to the City that the Lessee will operate its facilities located on the leasehold property, which facilities meet the approval of state and federal authorities for the purpose of being operated as a residential care facility for physically handicapped and mentally retarded children; and

WHEREAS, the Lessor desires to lease said property for the purposes herein expressed and is in power to do so by virtue of Section 168 of the Charter of the City of Fort Lauderdale and other applicable provisions of law; and

WHEREAS, it is further agreed that Lessee will (unless this Lease is renewed or extended upon agreement of the parties) no later than 12:00 noon on the first day of July, year 2,032, release

back to the City the facilities located on the leasehold property as the sole property of the City; and

WHEREAS, on the conditions and stipulations herein contained, the City is willing to lease the hereunder described premises to the Lessee for the rent herein stated; and

WHEREAS, the City Commission of the City of Fort Lauderdale approves of this lease agreement as being in the best interest of the community and the children being treated; and

WHEREAS, by Resolution No. 98-190, adopted on December 15, 1998, the City Commission authorized the proper city officials to execute this Amended and Restated Lease Agreement;

NOW, THEREFORE., upon the terms and conditions herein specified, and by virtue of the representations herein made and not otherwise, the Lessor does hereby lease and let to the Lessee the property situated in Fort Lauderdale, Broward County, Florida, more particularly described as follows:

The West 1/2 of Tracts 5, 6 and 7, Tier 12 of "NEWMAN'S SURVEY," as recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, reserving therefrom the following Utility Easements:

(a) The West 20 feet of the West one-half (W 1/2) of Tract 5;

(b) The North 40 feet of the South 400 feet of the East 152 feet of the West 172 feet of the West one-half (W 1/2) of Tract 5;

(c) The West 20 feet of the West one-half (W 1/2) of Tract 6;

(d) The North 40 feet of the South 375 feet of the East 152 feet of the West 172 feet of the West one-half (W 1/2) of Tract 6;

(e) The North 40 feet of the South 415 feet of the West 172 feet of the West one-half (W 1/2) of Tract 7;

(f) AND a 20 foot wide easement lying in Tract 7, the center line of which is described as follows:

Begin at a point on the South boundary of Tract 7, said Point of Beginning being 10 feet East of the Southwest corner thereof; thence go Northerly and parallel to the West boundary of Tract 7, 205 feet; thence at an angle to the right of 27° 23' 14", 250 feet; thence at an angle of 22° 52' 42", 318.00 feet to the end of said centerline at a point on the North boundary of Tract 7 being 150 feet East of the Northwest corner thereof.

TOGETHER WITH roadway easements in Tracts 5 and 6, Tier 12 of said "NEWMAN'S SURVEY" described as follows:

- (a) The North 25 feet of the West one-half (W 1/2) of Tract 5;
- (b) The South 25 feet of the West one-half (W 1/2) of Tract 6.

The terms, conditions, covenants and agreements of this lease are as follows:

ARTICLE I

MUTUAL REPRESENTATIONS AND WARRANTIES

The parties hereto mutually warrant and disclose to each other the following:

Section 1. The Lessor is a municipal corporation organized and existing pursuant to Chapter 57-1322, Special Acts of 1957, Vol. II, Part 1, at page 1043 (effective May 6, 1957) as amended, which is herein referred to as the charter of the City, Chapter 166, Florida Statutes, and Article VIII, Section 2, Florida Constitution.

Section 2. The Lessor represents and warrants that all steps, acts and conditions required by the charter of the City to be done as a condition precedent to the execution of this lease, have been done, and the City has full authority to enter into this lease.

Section 3. The Lessee represents and warrants capacity and experience and ability to perform all obligations herein imposed upon the Lessee to construct the improvements contemplated

and to diligently, skillfully and successfully operate the leased premises, for their intended purposes.

ARTICLE II

TERM

This Amended and Restated Lease shall begin at 12:00 noon, Eastern Standard Time on the 23rd day of December, 1998 and continue until 12:00 noon on the first day of July, year 2032, unless sooner terminated; whereupon said premises shall be returned to the Lessor free of any encumbrances or obligations hereinafter incurred, unless this lease is renewed or extended by agreement of the parties.

ARTICLE III

POSSESSION

Delivery of possession of the leased premises to Lessee shall be made as of the date of the execution of this lease.

ARTICLE IV

RENT CLAUSE

The amount of lease term rent shall be the same as provided in the 1983 Lease. The City hereby acknowledge prior receipt from the Lessee of all future lease payments due under this Amended and Restated Lease Agreement.

It is understood and agreed this lease is a "Net Lease" in that the City, as Lessor, shall not be required to pay any taxes, special assessments, maintenance or operation expenses, or incur, or pay any expenses or obligations of any kind, relating to the demised premises for the full term of this lease.

ARTICLE V

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

The Lessee covenants and agrees that it will at its own cost construct the improvements on the premises required by the third "Whereas" above and will perform such acts and do such things as shall be lawfully required by the City in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements and other similar requirements, designed by the City, County, State of Florida or Federal Government, to protect the public.

ARTICLE VI

INDEMNITY AGAINST COSTS AND CHARGES

The Lessee shall be liable to the Lessor for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the Lessor by reason of the Lessee's breach of any of the provisions of this agreement and such breach shall constitute a lien against the interest of the Lessee in the leased premises and all its property situated thereon to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises and property.

ARTICLE VII

INDEMNIFICATION AGAINST CLAIMS

The Lessee shall indemnify and save harmless the Lessor from and against any and all claims arising during the term of this lease for any personal injury, loss of life and damage to property sustained in, or about, the demised premises, or to the buildings and improvements, and improvements placed thereon, or the appurtenances thereto or upon the adjacent sidewalks or streets leading into the building, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and decrees, which may be entered therein.

ARTICLE VIII

INSPECTION

The Lessor or its agents shall have the right to enter the leased premises and the buildings and improvements constructed thereon, at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms or spirit of this lease.

ARTICLE IX

ACCELERATION

If any of the sums of money required to be paid by the Lessee to the Lessor shall remain unpaid for a period of (60) days, then written notice by registered mail to the Lessee shall be given allowing thirty (30) days from the date of said notice to correct such default, and if not so corrected then the Lessor shall have the option and privilege of taking such legal action as it deems necessary to cancel this lease and to evict the Lessee from the leased premises.

ARTICLE X

NO LIENS CREATED BY LESSEE

The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the land covered by this lease, and that no persons shall ever be entitled to any lien, directly or indirectly derived through or under the Lessee, or its agents or servants, or on account of any act or remission of said Lessee, which lien shall be superior to the lien of this lease reserved to the Lessor upon the leased premises. All persons contracting with the Lessee, or furnishing materials or labor to said Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this lease. Should any such lien be filed, the Lessee shall discharge the same within ninety (90) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. The Lessee shall not be deemed to be the agent of the Lessor, so as to confer upon a laborer bestowing labor upon the leased premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, or any amendments thereto.

ARTICLE XI

OPERATION COSTS

Section 1. The Lessee agrees to promptly pay when due all operating, maintenance, and servicing charges and costs, including telephone, gas, electricity, water, sewer, sewer connections, and all other expenses incurred in the use and operation of the leased premises.

Section 2. Upon the Lessor's request, the Lessee shall promptly furnish to the Lessor evidence, satisfactory to the Lessor, showing Lessee's compliance with its obligations under this Article.

ARTICLE XII

NONWAIVER

Failure of the Lessor to insist upon the strict performance of any of the covenants, conditions and agreements of this lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. The parties also agree that upon the Lessee's abandonment or surrender, or attempted abandonment or attempted surrender of the leased premises, the Lessor shall have the right to retake possession of the leased premises or any part

thereof, and such retaking of possession shall not constitute an acceptance of the Lessee's abandonment or surrender thereof.

ARTICLE XIII

BANKRUPTCY OF LESSEE

Should the Lessee, at any time during the term of this lease, suffer or permit an involuntary, or voluntary petition in bankruptcy to be filed against it, or institute an arrangement proceeding under Chapter XI of the Chandler Act, or any amendments thereto, or make any assignment for the benefit of its creditors or should a receiver or trustee be appointed for the Lessee's property because of Lessee's insolvency and said appointment not vacated within ninety (90) days thereafter, or should the Lessee's leasehold interest be levied on and the lien thereof not discharged within ninety (90) days after said levy has been made, or should the Lessee fail to promptly make the necessary returns and reports required of it by State and Federal Law, or should the Lessee fail to promptly comply with all governmental regulations, both State and Federal, then, in such event, and upon the happening of either or any of said events, the Lessor shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and, in the event of such default not the date of the giving by the Lessor of written notice to the Lessee and mortgagees of the existence of such default, the Lessor shall have the option of declaring this lease terminated and the interest of the Lessee forfeited, or the Lessor may exercise any other options herein conferred upon him. The pendency of bankruptcy proceedings, or arrangement proceedings, to which the Lessee shall be a party shall not preclude the Lessor from exercising the option herein conferred upon it. In the event the Lessee, or the trustee or receiver of the Lessee's property shall seek an injunction against the Lessor's exercise of the option herein conferred, such action on the part of the Lessee, its trustee or receiver, shall automatically terminate this lease as of the date of the making of such application. In the event the court shall enjoin the Lessor from exercising the option herein conferred, such injunction shall automatically terminate the lease. Upon the termination of the lease at the Lessor's option, and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require and direct the redelivery to the Lessor of the entire leased premises and all of the Lessee's property thereon situated in a summary proceedings, upon mere motion or petition of the Lessor.

ARTICLE XIV

STATUTORY REMEDIES

Section 1. The Lessee recognizes the validity and applicability of the summary remedies provided by the statutes of the State of Florida for the protection of landlords and the enforcement of landlord's rights.

Section 2. The Lessee recognizes that, by the virtue of the decisional law of the State of Florida, Sections 83.05, 83.06 and 83.08, Florida Statutes 1951, or any amendments thereto, are treated and considered as being a part of this Indenture.

ARTICLE XV

FORFEITURE

Section 1. If the Lessee shall fail to keep and perform any of the conditions, covenants and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of thirty (30) days from the date of Lessor's notice of the existence of such breach, said notice to be by registered mail to the Lessee, directing that the said default be corrected within thirty (30) days of the date of said notice, the Lessor shall have the right to treat such default as intentional, inexcusable and material, thereupon the Lessor, by notice in writing, transmitted to the Lessee, as provided in the Article hereof entitled "Notices," may at its option declare this lease ended and without further force and effect. Thereupon, the Lessor is authorized to re-enter and repossess the leased premises and the buildings, improvements, and personal property thereon, either with or without legal process, and the Lessee does in such event hereby waive any demand for possession of said property, and agrees to surrender and delivery of said leased premises and property peaceably to said Lessor. In the event of such forfeiture, the Lessee shall have claim whatsoever against the Lessor by reason of improvement, upon the premises, rents paid or from any other cause whatsoever. In the event of such forfeiture, the title and right of possession to all personal property of the Lessor or replacements thereof, usually situated on the leased premises shall automatically vest in the Lessor, free and clear of any right or interest therein by the Lessee. The provision of this Article shall not be construed so as to divest the Lessor, in the event of such default, or any legal right and remedy which it may have by statutory or common law, enforceable at law, or in equity, it being intended that the provisions of this Article shall afford to the Lessor a cumulative remedy, in addition to such other remedy or remedies as the law affords a lessor when the terms of a lease have been broken by the lessee.

Section 2. In the event that a default occurs which cannot be corrected by reasonable diligence within thirty (30) days of receipt of notice to do so as aforesaid, and if the Lessee commences correction of said default within such thirty (30) day period and proceeds with diligence to completion then such default shall be considered excusable.

ARTICLE XVI

IMPIGNORATION OF REVENUES

In the event of the Lessee's breach of any of the provisions of this lease, the Lessor shall thereupon have a lien upon all revenues, income, rents, earnings and profits from the leased premises as additional security to the Lessor for the Lessee's faithful performance of each of the terms and provisions hereof. Such liens shall be superior in dignity to the rights of the Lessee and any of its creditors or assignees or any trustee or receiver appointed for the Lessee's property, or any other person claiming under the Lessee. Upon the Lessor's termination of this lease by reason of the Lessee's default, all such revenues, income, rents, earnings, and profits derived or accruing from the leased premises from the date of such termination by the Lessor shall constitute the property of the Lessor and "he same is hereby declared to be a trust fund for the exclusive benefit of the Lessor and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property. The provisions of this Article shall be effective without the Lessor's re-entry upon the leased premises or repossession thereof, and without any judicial determination that the Lessee's interest under said lease has been terminated.

ARTICLE XVII

REPAIRS AND MAINTENANCE

Section 1. The Lessee agrees at its expense to keep and maintain the leased premises, including but not limited to, buildings, furnishings, fixtures and personal property in good state of repair and first class condition.

Section 2. The Lessee agrees at its expense to make all repairs to the leased premises including but not limited to, buildings, improvements, including electrical, plumbing, structural and all other repairs that may be required to be made on the leased premises, and may change or relocate any roads thereon, provided reasonable access is maintained.

Section 3. The Lessee at its expense will keep all the buildings, both interior and exterior, including roof, in good state of repair and in first class condition, and at all times well painted.

Section 4. The Lessee at its expense agrees to deliver to the Lessor upon the termination of this lease the entire leased premises including buildings and improvements, in good state of repair and in good usable condition, ordinary wear and tear excepted.

ARTICLE XVIII

INSURANCE

Section 1. The Lessee at its expense shall provide fire and extended coverage insurance on the real property herein described and all improvements (buildings and contents) thereon situated for the benefit of the Lessor and the Lessee. Insurance coverage to be at least 90% of the insurable value of said real property and improvements. Copies of all insurance policies shall be furnished the Lessor.

Section 2. The Lessee at its expense shall provide comprehensive insurance (including but not limited to fire, theft and windstorm) on all personal property situated on the leased premises, and replacements for the benefit of the Lessor and the Lessee and must be in an amount to provide full replacement cost of said personal property.

Section 3. The Lessee, at its expense, shall provide comprehensive and all inclusive liability insurance for the benefit of the Lessor and the Lessee in the amounts of \$200,000/\$500,000 bodily injury, and \$50,000 property damage. Copies of all insurance policies shall be furnished the Lessor.

Section 4. In the event of destruction or damage of any of the property covered by insurance, the funds payable in pursuance of said insurance policies shall be deposited in a Broward County bank to be chosen by the Lessee, as a trust fund, and said funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, improvements or personal property so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the statutory charter and the Building Code of the City. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then and in such event such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair, and any difference shall be made up by the Lessee.

ARTICLE XIX

SUBORDINATION

The Lessor shall never be obligated to subordinate its fee title interest.

ARTICLE XX

TITLE TO PROPERTY

Lessor hereby covenants and agrees with Lessee that Lessee shall quietly and peaceably hold, possess and enjoy the said demised premises for the full term of this lease without let, hindrance or molestation from Lessor, or any persons claiming by or through or under it, or any person or persons whomsoever, and said Lessor hereby covenants and agrees with Lessee that it is seized of the demised premises in fee simple, free and clear of all encumbrances, except conditions and limitations of record. Lessor will defend the title of the leased premises and the use and occupation of same by Lessee during the term of this lease against the claims of any and all persons, or person, whomsoever, and will, at its own cost, protect or defend any and all legal proceedings or suit which may be instituted by any person or persons, whomsoever, directly or indirectly, attacking Lessor's full ownership of the premises.

ARTICLE XXI

IMPROVEMENT MADE BY LESSEE

Lessee hereby represents that it previously completed construction of a forty-eight (48) bed facility for the retarded on the property consistent with the terms of a certain resolution of the Commission adopted on October 19, 1982.

ARTICLE XXII

NOTICES

All notices required by law or by this lease to be given by one party to the other shall be in writing by registered or certified mail to the following addresses. As to the Ann Storck Center at 1790 Southwest 43rd Way, Fort Lauderdale, Florida 33317. As to the City of Fort Lauderdale, at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301.

ARTICLE XXIII

TAXES

The Lessee will be required to pay all taxes lawfully levied against the demised premises during the term of the lease, if any.

ARTICLE XXIV

EFFECTIVE DATE

The execution of this lease by the Lessor is in pursuance of a resolution, approved at a regular meeting of the City Commission of the City of Fort Lauderdale. This lease shall not be effective until it has been duly executed and acknowledged by the appropriate officers of the Lessor and by the Lessee.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

It is further mutually covenanted and agreed by and between both of the parties hereto as follows:

(a) That this lease agreement shall be interpreted and governed by and construed in accordance with the laws of or applicable to the State of Florida.

(b) That any reference to or the use of the lease term is intended to mean the period of time commencing from the beginning date of this lease.

(c) That the Lessor shall not be required to give the Lessee notice for the payment of any rent or other charges or assessments of payments to be made by the Lessee under the terms and conditions as may be required by this lease agreement except as hereinbefore provided.

(d) The Lessee agrees that at no time will it directly or indirectly permit the leased premises or any portion thereof to be used for any illegal purposes, or for any other purpose than a care facility for the mentally retarded.

ARTICLE XXVI

REVIEW

The parties hereto mutually agree and understand that the City Commission has and reserves unto itself the right to review the performance of the conditions and stipulations proposed and undertaken by the Lessee.

ARTICLE XXVII

FINAL REPOSITORY

The parties hereto mutually represent and warrant unto each other that this indenture constitutes the final repository of all agreements of the parties relating hereto, and that there are

no other verbal representations, warranties or agreements or conditions between the Lessor and the Lessee.

ARTICLE XXVIII

It is agreed by and between the Lessor and the Lessee that the Lessor shall have the right to inspect all Lessee's books and records including, but not limited to Lessee's financial books and records. It is further agreed that all Lessee's books and records shall be open for inspection by any citizen of Florida upon reasonable demand of any such citizen.

ARTICLE XXIX

This lease agreement shall not be assigned, sublet or relet by the Lessee without the prior approval of the Lessor. If assigned, sublet or relet, the assignment, sublet or relet agreement shall be done with the same formality as the execution of this lease agreement. This Amended and Restated Lease Agreement cannot be amended, repealed or modified with the prior written consent of the Bank so long as any Bonds remaining outstanding.

That in consideration of the advance payment of the rentals under this Lease and issuance of the Letter of Credit by First Union National Bank (the "Bank") as security for the Bonds referenced in the fourth "WHEREAS" clause above, the Lessor hereby agrees and consents to subordinate all its rights and remedies under this Lease to the rights of the Bank as the holder of the Lessee's leasehold estate mortgage pursuant to the Leasehold Mortgage and Security Agreement (the "Leasehold Mortgage"), including the right of the Bank to foreclose upon said leasehold estate and sell, re-let or re-lease, the leasehold estate, upon any default by the Lessee's under the Leasehold Mortgage. The Lessor hereby agrees that so long as the Leasehold Mortgage is in effect, and during the lease term remaining after any such default under the Leasehold Mortgage, it will not accelerate, forfeit or cancel this Lease, prior to the expiration of the scheduled term thereof, for any reason. Nothing herein shall be deemed (1) to impair or affect the Lessor's reversionary fee title interest in the lease premises or (2) to prevent the Lessor from enforcing, through judicial process for specific performance, the covenants undertaken by the Lessee under this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.


CITY OF FORT LAUDERDALE

By: 

City Manager

(SEAL)

ATTEST:


City Clerk

Approved as to form:


Asst. City Attorney

ANN STORCK CENTER, INC.

By: 

President

(CORPORATE SEAL)

ATTEST:


Executive Director

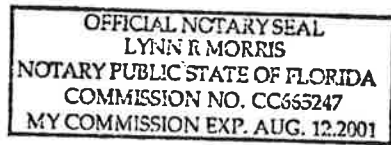
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of December, 1998, by Floyd Johnson as City Manager of THE CITY OF FORT LAUDERDALE, FLORIDA. He or she is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)



Lynn R Morris
(Print Name) LYNN R MORRIS
State of Florida at Large
My Commission Expires: 8/12/2001

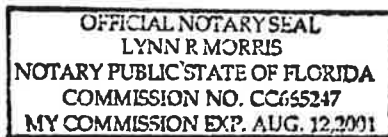
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 21 day of December, 1998, by Lucy Masliah as City Clerk of THE CITY OF FORT LAUDERDALE, FLORIDA. He or she is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)



Lynn R Morris
(Print Name) LYNN R MORRIS
State of Florida at Large
My Commission Expires: 8/12/2001

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 1998, by MovingGutter as President of ANN STORCK CENTER, INC. He or she is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

Morris Gary Miller
(Print Name) _____
State of Florida at Large
My Commission Expires: _____



MORRIS GARY MILLER
MY COMMISSION # CC440292 EXPIRES
February 25, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 1998, by James McGuire as Executive Director of ANN STORCK CENTER, INC. He or she is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

(SEAL)

Morris Gary Miller
(Print Name) _____
State of Florida at Large
My Commission Expires: _____



MORRIS GARY MILLER
MY COMMISSION # CC440292 EXPIRES
February 25, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

LAK-158289.3