

City of Detroit



**Downtown Development Authority**

500 Griswold, Suite 2200, 22<sup>nd</sup> Floor

Detroit, Michigan 48226

Phone: 313 963 2940

Fax: 313 963 8839

**CODE DDA 18-03-02-604**

**APPROVAL OF MINUTES OF JANUARY 10, 2018**

RESOLVED, that the minutes of the Regular meeting of January 10, 2018 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Downtown Development Authority.

March 14, 2018

City of Detroit



Downtown Development Authority

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**DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS REGULAR MEETING  
WEDNESDAY, JANUARY 10, 2018 – 3:00 P.M.**

**BOARD MEMBERS PRESENT:**

Marvin Beatty  
Charles Beckham  
Austin Black  
David Blaszkiewicz  
Ehrlich Crain  
Sonya Delley  
Thomas Lewand (Mayor's Representative)  
John Naglick  
Steve Ogden

**BOARD MEMBERS ABSENT:**

Melvin Hollowell  
Richard Hosey  
James Jenkins  
David Massaron

**OTHERS PRESENT:**

Gay Hilger (DEGC/DDA)  
Malinda Jensen (DEGC/DDA)  
Kathleen Kajawa (REDICO)  
Jennifer Kanalos (DEGC/DDA)  
John Lauve (Public)  
Rebecca Navin (DEGC/DDA)  
Jeffrey Sangster (Kotz Sangster)  
Paul Stodulski (REDICO)  
Sarah Weston (Jaffe Raitt)

City of Detroit



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**MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD OF DIRECTORS REGULAR MEETING  
WEDNESDAY, JANUARY 10, 2018  
DETROIT ECONOMIC GROWTH CORPORATION  
500 GRISWOLD STREET, SUITE 2200 – 3:00 P.M.**

**GENERAL**

**Call to Order**

Noting that a quorum was present, Mr. Lewand, the Mayor's Representative and Acting Chair, called the Regular meeting of the Downtown Development Authority Board of Directors to order at 3:02 p.m.

**Approval of Minutes**

Mr. Lewand questioned whether there were any additions, deletions or corrections to the minutes of the December 13, 2017 Regular Board meeting. Hearing none, the Board took the following action:

On a motion by Mr. Beatty, seconded by Mr. Crain, Resolution Code DDA 18-01-02-603 was unanimously approved.

**Receipt of Treasurer's Report**

Mr. Naglick reviewed the Treasurer's Report of Receipts and Disbursements for the Month of November 2017 for the benefit of the Board and responded to questions. Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Beatty, seconded by Ms. Delley, Resolution Code 18-01-03-478 was unanimously approved.

**PROJECTS**

**Kennedy Block Development: Proposed Agreements for Tenant Refinancing**

Ms. Navin reported that as this Board is aware, the City of Detroit Downtown Development Authority ("DDA") has entered into a Master Lease Agreement (as amended, the "Lease") with Kennedy Square Garage, LLC, an affiliate of REDICO (the "Tenant"), to lease the Kennedy Square parking facility (the "Garage") in connection with operation of the One Kennedy Square office building (the "Building"). The Garage and the Building are individual units in the Kennedy Block Condominium (the "Condo").

In 2012, to accommodate the Tenant's financing transaction with JPMorgan Chase, the DDA agreed to amend the Lease to add two (2) five-year renewal options, with 5% rent increases for each option period (the "Renewal Options") and to enter into an agreement with the lender with respect to the lender's rights in the event of a default by Tenant under the Lease.

The Tenant is now negotiating a refinancing of that 2012 loan, and the new lender, Wells Fargo Bank ("Lender") and Lender and Tenant have requested a lease amendment addition a third Renewal Option (the "Lease Amendment") and a new garage lessor agreement (the "Garage Lessor Agreement"), in each case, upon the same terms as those granted in 2012. The proposed form of the Lease Amendment and the Garage Lessor Agreement were included in the Board material as **Exhibits A** and **B**.

In addition, in order to further streamline the governance of the Condo association, the Tenant has requested DDA's consent to the Condo bylaws in order to allow the election of the Condo board of directors to take place via written consent. In 2012, the DDA executed a voting proxy in favor of the Tenant on all matters other than master deed and bylaw matters, thus, upon legal review, such amendment does not adversely impact the DDA's rights with respect to the Condo association and staff recommends its approval. The proposed form of amendment was included with the Board material as **Exhibit C** (the "Bylaw Amendment").

As an update to the Board material provided, Ms. Navin informed that as previously stated, the original request was for (2) five-year renewal options. She was advised today that the lender would like to add (1) six-year option. This is for underwriting purposes so that the total term of the lease will get them beyond the 20-year maturity date of the loan.

DDA staff reviewed and recommended the Board's approval of the Lease Amendment, the Garage Lessor Agreement, and the Bylaw Amendment.

A resolution was attached for the Board's consideration, which will be amended to add the additional six-year extension to the form of Master Lease.

Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Blaszkiewicz, seconded by Mr. Black, Resolution Code DDA 18-01-104-6 was unanimously approved, as amended.

#### **Lotus Industries, LLC – Proposed Settlement Agreement**

Ms. Navin advised that as the Board may be aware, the DDA and Lotus Industries d/b/a Centre Park Bar ("Lotus") are currently parties to a lease agreement dated August 19, 2013 (the "Lease") for the ground floor restaurant space located at 1407 Randolph (the "Property"). Lotus is currently a party to each of the following lawsuits involving the DDA, DEGC, the City and/or City representatives relating to the Lease and/or the Property:

1. Lotus Industries LLC d/b/a Centre Park Bar et al. v. Michael Duggan, et al. (Federal Case No: 16-cv-14112);
2. City of Detroit Downtown Development Authority, et al. v. Lotus Industries LLC d/b/a Centre Park Bar, et al. (Wayne County Circuit Court Case No: 17-011066-CH);
3. City of Detroit Downtown Development Authority v. Lotus Industries LLC d/b/a Centre Park Bar (36<sup>th</sup> District Court Case No: 17315193); and
4. Lotus Industries LLC d/b/a Centre Park Bar, et al. v. City of Detroit, et al. (Federal Case No: 17-cv-13482).

DDA representatives have negotiated terms of a global settlement for the above lawsuits, described in **Exhibit A** (attached to the minutes).

Ms. Navin walked the Board through the settlement terms listed on the Term Sheet (Exhibit A) and responded to questions.

A resolution approving the proposed settlement terms was included with the Board material for consideration.

Mr. Lewand stated that he worked with Ms. Navin negotiating this settlement and he recommends approval. It will save money on attorney costs and allow a major project to move forward.

Ms. Navin added one more point that the term sheet did not disclose. We have an agreement of principle from DDA's insurance carrier as well as the DEGC's insurance carrier to share in the cash settlement amount so that the DDA will not be coming out of pocket for that amount. That could fall through, but we have emails to that effect and so we expect that the DDA will not have to come out of pocket in terms of the cash settlement. Ms. Navin stated that if the DDA does have to come out of pocket for the money, it would come out of a Special Projects line item budget and we would insure that that line item budget is reimbursed with closing proceeds.

Mr. Beckham added that as Co-Chair of the Paradise Valley Conservancy, he believes this settlement is in the best interests of everybody and will move a lot of things forward that have been stalled for quite some time.

Subsequent to the discussion, the Board took the following action:

On a motion by Mr. Ogden, seconded by Mr. Naglick, Resolution Code DDA 18-01-110-42 was unanimously approved.

## **ADMINISTRATION**

### **DDA Audited Financial Statements and Management Report as of June 30, 2017**

Ms. Kanalos reported that copies of the above-referenced materials were distributed to each Board member under separate cover on January 4, 2018. The DDA Finance Committee met on September 19, 2017, reviewed the material, and recommends formal receipt by the DDA Board.

A resolution was included with the Board material indicating the Board's formal receipt of the DDA Audited Financial Statements and Management Report as of June 30, 2017, with comparative totals as of June 30, 2016, as prepared by George Johnson and Company, Certified Public Accountants.

Mr. Naglick advised that the complexity of the audit this year included \$800 million in construction costs for what we now know as Little Caesars Arena. The construction is now complete and by next year's audit, the Arena will be an asset on the books. Mr. Naglick commended Mr. Long and his staff for their hard work in getting this audit through.

On a motion by Ms. Delley, seconded by Mr. Blaszkiewicz, Resolution Code DDA 18-01-01-441 was unanimously approved.

## **GENERAL**

### **OTHER MATTERS**

### **PUBLIC COMMENT**

Mr. Lewand called for public comment. Mr. John Lauve stated the following:

“Well it’s another year. What is the top thing on the list? It is the kids. Ilitch has an obligation and he is in default of the lease. He was supposed to provide 50,000 children an opportunity to go to the game. Not a ticket and you find a parking spot, not a ticket and you find somebody to take you to the game, but a plan to get the kids to the game. The last meeting we had, they said they had 11,000 unused tickets that year. They turned in a report but they forgot to mention utilization. That is an important element of any report. I would hope you would step up to all of these obligations you have. This is one that you have to the children of Wayne County of low income families. You are short changing them. It shouldn’t be hard--you just go to the school lunch program here in Detroit. So you find those children and I appreciate it.

### **ADJOURNMENT**

With there being no other business to be brought before the Board, Mr. Lewand adjourned the meeting at 3:35 p.m.

City of Detroit



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**CODE DDA 18-01-02-603**

**APPROVAL OF MINUTES OF DECEMBER 13, 2017**

RESOLVED, that the minutes of the Special meeting of December 13, 2017 are hereby approved and all actions taken by the Directors present at such meeting, as set forth in such minutes, are hereby in all respects ratified and approved as actions of the Downtown Development Authority.

January 10, 2018

City of Detroit



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CODE DDA 18-01-03-478

**RECEIPT OF TREASURER'S REPORT FOR NOVEMBER 2017**

RESOLVED, that the Treasurer's Report of Receipts and Disbursements for the period ending November 30, 2017, as presented at this meeting, is hereby in all respects received by the Downtown Development Authority.

January 10, 2018





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**KENNEDY BLOCK DEVELOPMENT: PROPOSED AGREEMENTS FOR TENANT REFINANCING**

**WHEREAS**, the City of Detroit Downtown Development Authority ("DDA") has entered into a Master Lease Agreement (as amended, the "Lease") with Kennedy Square Garage, LLC, an affiliate of REDICO (the "Tenant"), to lease the Kennedy Square parking facility (the "Garage") in connection with operation of the One Kennedy Square office building (the "Building"); and

**WHEREAS**, the Garage and the Building are individual units in the Kennedy Block Condominium (the "Condo"); and

**WHEREAS**, in 2012, to accommodate the Tenant's financing transaction with JPMorgan Chase, the DDA agreed to amend the Lease to add two (2) five-year renewal options, with 5% rent increases for each option period (the "Renewal Options") and to enter into an agreement with the lender with respect to the lender's rights in the event of a default by Tenant under the Lease; and

**WHEREAS**, in connection with a proposed refinancing of the 2012 loan, Tenant and the new lender, Wells Fargo Bank ("Lender") have requested a lease amendment addition a third Renewal Option (the "Lease Amendment") and a new agreement with the Lender (the "Garage Lessor Agreement"), in each case, upon the same terms as those granted in 2012, the proposed forms of which are attached hereto as Exhibits A and B, respectively; and

**WHEREAS**, Tenant has requested DDA's consent to an amendment to the Condo bylaws in order to allow the election of the Condo board of directors to take place via written consent, the proposed form of which is attached hereto as Exhibit C (the "Bylaw Amendment").

**WHEREAS**, the DDA Board has determined that the requested Lease Amendment, Garage Lessor Agreement, and Bylaw Amendment are reasonable, consistent with the DDA's purposes, and in the best interests of the operation of the Garage and Building.

**NOW THEREFORE BE IT RESOLVED** that the DDA Board hereby authorizes any two of its Officers, or any two of its Authorized Agents, or one Officer and any one Authorized Agent to execute the Lease Amendment, Garage Lessor Agreement, and the Bylaw Amendment, substantially in the form of the attached, together with such other modifications to the such instruments as deemed appropriate by such Authorized Agents and counsel which are not inconsistent with this resolution and do not alter the substance of the Lease or the Condo bylaws or adversely affect the rights and/or obligations of the DDA under the Lease or the Condo bylaws.

**BE IT FURTHER RESOLVED** that the DDA Board hereby authorizes any two of its Officers or any two of its Authorized Agents or one Officer and any one Authorized Agent to take any other actions and execute any other documents necessary or appropriate to implement the provisions and intent of this resolution.

**BE IT FINALLY RESOLVED** that all of the acts and transactions of any Officer or Authorized Agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

January 10, 2018



**PARADISE VALLEY BUSINESS AND ENTERTAINMENT DISTRICT: LOTUS INDUSTRIES, LLC – PROPOSED SETTLEMENT AGREEMENT**

**WHEREAS**, the DDA and Lotus Industries d/b/a Centre Park Bar (“Lotus”) are currently parties to a lease agreement dated August 19, 2013 (the “Lease”) for the ground floor restaurant space located at 1407 Randolph (the “Property”); and

**WHEREAS**, Lotus is currently a party to each of the following lawsuits involving the DDA, DEGC, the City and/or City representatives relating to the Lease and/or the Property:

1. Lotus Industries LLC d/b/a Centre Park Bar et al. v. Michael Duggan, et al. (Federal Case No: 16-cv-14112);
2. City of Detroit Downtown Development Authority, et al. v. Lotus Industries LLC d/b/a Centre Park Bar, et al. (Wayne County Circuit Court Case No: 17-011066-CH);
3. City of Detroit Downtown Development Authority v. Lotus Industries LLC d/b/a Centre Park Bar (36<sup>th</sup> District Court Case No: 17315193); and
4. Lotus Industries LLC d/b/a Centre Park Bar, et al. v. City of Detroit, et al. (Federal Case No: 17-cv-13482)

; and

**WHEREAS**, DDA representatives have negotiated terms of a global settlement for the above lawsuits, as described in **Exhibit A** hereto (the “Settlement Terms”); and

**WHEREAS**, the DDA Board has determined that approval of the Settlement Terms is in the best interests of the DDA.

**NOW, THEREFORE, BE IT RESOLVED**, that the DDA Board of Directors hereby approves the Settlement Terms described in the attached **Exhibit A**, together with such modifications to the such terms as deemed appropriate by such Authorized Agents and counsel which are not inconsistent with this resolution and do not alter the substance of the Settlement Terms or adversely affect the rights and/or obligations of the DDA thereunder.

**BE IT FURTHER RESOLVED** that the DDA Board of Directors hereby authorizes any two of its Officers or any two of its Authorized Agents or any one Officer and any one Authorized Agent to execute the Settlement Terms and to negotiate and execute a definitive agreement incorporating the Settlement Terms and such other terms as deemed appropriate by such Authorized Agents and counsel which are not inconsistent with this resolution and do not alter the substance of the Settlement Terms or adversely affect the rights and/or obligations of the DDA thereunder.

**BE IT FURTHER RESOLVED** the DDA Board of Directors hereby authorizes any two of its Officers or any two of its Authorized Agents or any one Officer and any one Authorized Agent to execute and all other documents, contracts and papers and take such other actions necessary or appropriate to implement the provisions and intent of this resolution on behalf of the DDA.

**BE IT FINALLY RESOLVED**, that all of the acts and transactions of any Officer or Authorized Agent of the DDA, in the name and on behalf of the DDA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

January 10, 2018

**LOTUS INDUSTRIES LLC**  
**TERM SHEET**

The following is an outline of the proposed terms of a Settlement Agreement (“Agreement”) to be entered between: (i) City of Detroit Downtown Development Authority (“DDA”); (ii) Detroit Economic Growth Corporation (“DEGC”); (iii) City of Detroit (the “City”); (iv) Lotus Industries LLC d/b/a Centre Park Bar (“Centre Park”); (v) Gwendolyn L. Williams (“Ms. Williams”); (vi) Kenneth Scott Bridgewater (“Mr. Bridgewater”); and (vii) Christopher Williams (“Mr. Williams”) (collectively hereinafter referred to as “Defendants”).

A. **Settlement Amount.** DDA and DEGC shall pay Defendants \$100,000.00 as consideration to resolve all claims with Defendants, which shall be paid by the DDA and DEGC to the Defendants on or before February 1, 2018, but in no event prior to the date that Defendants vacate the Premises, consistent with Paragraph B below.

B. **Move Out Date.** Defendants agree to move out of the property located at 1407 Randolph Street, Detroit, Michigan 48226 (hereinafter referred to as the “Premises”) on or before January 31, 2018 and leave Premises in broom clean condition, in the manner as required by the Lease, and consistent with this Agreement. Approvals from the DDA and DEGC boards must occur on or before January 24, 2018.

C. **Mutual Releases.** Mutual releases between DDA and DEGC and Defendants, and the City and Defendants, regarding Defendants, including specifically all four cases which includes the following (the “Actions”) shall not occur or be effective until after Defendants move out, consistent with Paragraph B, on January 31, 2018:

1. Lotus Industries LLC d/b/a Centre Park Bar et al. v. Michael Duggan, et al. (Federal Case No: 16-cv-14112);
2. City of Detroit Downtown Development Authority, et al. v. Lotus Industries LLC d/b/a Centre Park Bar, et al. (Wayne County Circuit Court Case No: 17-011066-CH);
3. City of Detroit Downtown Development Authority v. Lotus Industries LLC d/b/a Centre Park Bar (36<sup>th</sup> District Court Case No: 17315193); and
4. Lotus Industries LLC d/b/a Centre Park Bar, et al. v. City of Detroit, et al. (Federal Case No: 17-cv-13482).

D. **Sanctions.** DDA, DEGC, and City agree to vacate the sanctions judgments as part of the dismissal orders as it relates to the Defendants and their legal counsel, Andrew A. Paterson, in the Actions listed above in paragraph C, which shall occur after the Defendants move out, consistent with Paragraph B, on January 31, 2018.

E. **Dismissal of the Lawsuits With Prejudice.** Contingent on the DDA, DEGC, the City, and the Defendants (collectively referred to herein as the “Parties”) satisfying all the

obligations of this Agreement, the Parties will execute Stipulations of Dismissal with Prejudice, as to all plaintiffs and as to all defendants, for each of the Actions described above in paragraph C. In accordance with paragraph D, the DDA, DEGC, and the City agree to vacate the sanctions judgments as part of the dismissal orders as it relates to the Defendants and their legal counsel, Andrew A. Paterson, in the Actions listed above in paragraph C. Stipulations of Dismissal with Prejudice for all of the Actions listed in paragraph C shall be filed with the respective courts after all of the Parties satisfy the terms of this Agreement, which shall not occur until after the Defendants move out, consistent with Paragraph B, on January 31, 2018.

**F. Adjournment of Court Dates.**

1. The Parties agree to stipulate to adjourn all motion hearings, trials and/or other court dates, and any filing deadlines, including case evaluations, that may be pending as of December 21, 2017, or arising thereafter in each of the Actions described in paragraph C while the terms of this Agreement are fully satisfied by all Parties. Parties agree to enter into stipulations, if necessary, with the Courts to adjourn any pending matters, including motion hearings, trial and/or court dates, and filing deadlines, including case evaluation. The Actions described in paragraph C shall resume and the adjournments therein will cease if the Parties do not reach a written agreement, or if the respective boards of the DDA and DEGC do not approve such written agreement by January 24, 2018.
2. The Parties will enter into a formal written settlement agreement incorporating the terms set forth herein and other standard terms.

**G. Contingent on Approval and Defendants' Compliance.**

1. The proposed terms of this Agreement shall be expressly contingent on the approval of the DDA and DEGC boards, which shall occur and be obtained on or before January 24, 2018. If the necessary approvals are not obtained by the DDA and DEGC by the January 24, 2018 deadline, this Agreement shall be declared null and void.
2. The proposed terms of this Agreement shall also be expressly contingent on all of the Parties satisfying the terms of this Agreement.

**H. Liquor License.** At their sole option, DDA, or its designee, may purchase or acquire an assignment of Lotus' liquor license for the total amount of \$75,000.00. Such option must be exercised within 150 days after execution of the formal written settlement agreement and may be effected thereafter by payment to Lotus upon receipt of the approval of the transfer by the MLCC (including approval of such transfer from or into escrow). Other necessary approvals such as municipal approvals shall not be a condition of the payment to Lotus. If the option to purchase or acquire an assignment of Lotus' liquor license is not timely exercised, it shall expire and Lotus' shall be free to sell, transfer, assign or retain same without regard to this option.

I. **Equipment / Furnishings / Fixtures.** The Defendants shall be permitted to remove all equipment owned by it in the Premises, upon showing proof of ownership, which shall be agreed upon in writing within 10 days of executing this Agreement.

J. **City of Detroit Violations.** City of Detroit shall dismiss all outstanding City misdemeanor ordinance violation tickets pending in 36th District Court that were issued against any of the Defendants that arise out of the operation of or activities at the Centre Park Bar. The dismissals shall not occur until after the Defendants move out, consistent with Paragraph B, on January 31, 2018. The misdemeanor ordinance violation tickets that the City agrees to dismiss include, but are not limited to the following Tickets: (1) Ticket No. U32653216; (2) Ticket No. U39871217-OM; (3) Ticket No. V10450017-OM; (4) Ticket No. U38406817-OM; (5) Ticket No. U39891017-OM; (6) Ticket No. U37528217-OM; (7) Ticket No. U39987517-OM (the "Tickets"). The City will agree in writing not to refile the Tickets. The persons to whom the Tickets were issued will agree in writing to waive any claims that they did or could have brought against the City, including its employees and officers, with respect to the Tickets.

K. **Escrowed Funds.** DDA shall release all rights in any of the escrowed funds and will give immediate approval for release of escrowed funds to any party holding escrowed funds, whether escrowed with 36<sup>th</sup> District Court or otherwise, after Defendants move out, consistent with Paragraph B, on January 31, 2018. It is hereby acknowledged DDA is neither in control of nor holding any of Defendants' escrowed funds. It is Defendants' sole responsibility to collect the escrowed funds from the parties holding the escrowed funds. DDA's sole responsibility with respect to escrowed funds is to provide a written release of the escrowed funds.

*The remainder of this page is left intentionally blank  
Signatures found on following page*

**CITY OF DETROIT DOWNTOWN  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LOTUS INDUSTRIES LLC D/B/A  
CENTRE PARK BAR**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DETROIT ECONOMIC GROWTH  
CORPORATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHRISTOPHER WILLIAMS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF DETROIT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GWENDOLYN L. WILLIAMS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KENNETH SCOTT BRIDGEWATER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_