ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment") is made as of the 1st day of September, 2015 (the "Effective Date"), by and between The GEO Group, Inc. (the "Assignor"), a Florida corporation, with its principal place of business located at 621 NW 53rd Street, Suite 700, Boca Raton, FL 33487, and Management Training Corporation (the "Assignee"), a Delaware corporation, with its principal place of business located at 500 N. Market Place Drive, Centerville, UT 84014.

WITNESSETH:

WHEREAS, Assignor is party to that certain Lockhart P.I.E. Program Henderson Controls/GEO Group Inc. Agreement (the "Contract") with Henderson Controls, Inc., dated January 12, 2009, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to section 8 thereof, the Contract may not be assigned without the express written consent of Assignor and the Texas Department of Criminal Justice ("TDCJ"); and

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Contract to Assignee, and Assignee desires to assume all of Assignor's obligations under Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference.

2. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Contract, and Assignee hereby agrees to be bound by all the terms and provisions of the Contract, agreeing to perform all duties, responsibilities, and obligations of Assignor under the Contract.

3. TDCJ and Assignor Consents. By acknowledging and agreeing to this Assignment, TDCJ hereby provides its express written consent to the assignment of the Contract from Assignor to Assignee, and releases Assignor from any and all liability arising out of or in connection with the Contract following which is based on any breach or failure to observe or perform any obligation under the Contract occurring on or after the Effective Date. By signing this Assignment, Assignor hereby provides its express written consent to the assignment of the Contract from Assignor to Assignee.

4. Indemnification. Assignee agrees to indemnify, defend, and hold harmless Assignor, its affiliated, parent, and subsidiary entities and each of their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, losses, damages, and expenses, of whatever character, arising out of or in connection with the Contract after the Effective Date.

5. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. All prior agreements, representations, negotiations and understandings of the parties thereto, oral or written, express or implied, are hereby superseded and merged herein.

6. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Amendments. No amendment of this Assignment will be effective unless it is in writing and signed by each party hereto.

9. Attorney's Fees. If any party undertakes litigation against any other party arising out of or in connection with this Assignment, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and court costs incurred.

10. Governing Law. The governing law of this Assignment is the governing law of the Contract.

11. Waiver. Except as explicitly stated herein, nothing contained in this Assignment will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the Contract.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

THE GEO GROUP, INC.

DocuSigned by:
Amber D. Martin
DAC0F72F12824F9...

Signature

Amber D. Martin

Name

Executive Vice President

Title

ASSIGNEE:

MANAGEMENT TRAINING CORPORATION

DocuSigned by:
Odie Washington
7E9923213531443...

Signature

Odie Washington

Name

Senior Vice President

Title

ACKNOWLEDGED AND AGREED TO:

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Brad Livingston

Signature

Brad Livingston

Name

Title

8/31/15

Date

HENDERSON CONTROLS, INC.

DocuSigned by:
Randall R Henderson
5D652B9ABD2D414...

Signature

Randall R Henderson

Name

President/CEO

Title

8/30/2015

Date

Exhibit A

[*copy of Lockhart P.I.E Program Henderson Controls/ GEO Group, Inc. Agreement, dated January 12, 2009.*]

LOCKHART P.I.E. PROGRAM
HENDERSON CONTROLS/GEO GROUP INC.
Agreement

This agreement is entered into effective this 12th day of January, ~~2008~~ 2009 RH, by and between The GEO Group, Inc., Boca Raton, Florida, hereinafter **Operator** and Henderson Controls, Inc., Buda, Texas, hereinafter **Industry Contractor**.

This contract is subject to the Master Contract between the **Texas Department of Criminal Justice (TDCJ)** and the **Operator**. The **Industry Contractor** agrees with respect to goods and services being provided to comply with the terms of the Master Contract in fulfilling these duties and obligations. **TDCJ** reserves the right to audit any funds paid to the **Industry Contractor** from the **Operator**. The **Industry Contractor** also agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of an audit or investigation, including providing all records requested.

TDCJ is the third party beneficiary of this contract and this contract does not relieve the **Operator** from its duty to perform under the Master Contract.

The **Industry Contractor** is required to obtain, maintain and keep in force insurance coverage in accordance with accepted industry standards and the Master Contract.

Whereas, the **Operator** desires to provide a work program area to the **Industry Contractor** for the purpose of establishing an inmate work program in accordance with all applicable laws and regulations;

Now, therefore, in consideration of mutual benefits and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Initial Term**

   This agreement shall become effective the date of its execution and delivery and shall continue in full force and effect, for an initial term ending on January 15, 2009 unless earlier terminated pursuant to Section 11 below. In the event that the contract between the **Operator** and the **TDCJ** terminates or expires this agreement will terminate also.

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2. <u>Renewal Term</u>

This agreement shall automatically be extended for successive subsequent term of two (2) years each, unless either the **Operator** or **Industry Contractor** terminates this agreement by written notice to the other at least ninety (90) days prior to the expiration date of the then current term, or this agreement is otherwise terminated earlier, pursuant to the provisions of section 11, below.

3. <u>Right of Occupancy/Occupancy Fee</u>

The **Operator** hereby grants the **Industry Contractor** a right of occupancy in the designated Industries Building.

During this and subsequent Terms, the **Industry Contractor** shall pay to the **Operator** the sum of one dollar ($1.00) per year. This fee will not increase/decrease unless Federal/State Law or TDCJ policy mandates such a change.

4. <u>Occupancy Restrictions</u>

Nothing herein shall be construed as creating either a rental agreement or a lease; the **Industry Contractor** may not sublet, sublease, assign or transfer this agreement or any of its rights or obligations hereunder, nor may the **Industry Contractor** enter into any other agreement regarding the occupancy herein granted, without the express prior written consent of the **TDCJ** and the **Operator**. The occupancy of the industry area shall at all times be consistent with the terms of this agreement regarding work authorized and work hours. Work hours and the type of work performed shall be subject to **Operator** approval.

5. <u>Industry Contractor Obligations</u>

Industry Contractor hereby agrees:

- To provide the **Operator** at their request, a description of the product and/or services that the **Industry Contractor** intends to produce and/or deliver and the intended market for products and/or services.
- If expansion of the **Industry Contractor's** space is desired, the cost of materials and design to accommodate said expansion shall be borne by the **Industry Contractor**. The **Operator** will provide Inmate Labor and Security Supervision to assist in any renovation. If desired, the **Operator** will assist the **Industry Contractor** in soliciting funds from the State to pay for renovations or expansion.
- That all materials, personal property, inventory items, equipment, and/or fixtures or other property of any kind or description whatsoever installed or brought into the Facility by the **Industry Contractor**, it's agents or employees, shall be at the **Industry Contractor's** sole risk and neither the **State, Operator, City of**

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Lockhart, or any employees or agents thereof, shall be liable for any damage or loss suffered thereto except such damage or loss as may be caused by the intentional act or gross negligence of the **State**, **Operator**, **City of Lockhart**, or any of their agents or employees.

- The **Industry Contractor** shall identify to the **Operator** and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of State Owned Equipment, which is purchased by the **Industry Contractor**. Such ancillary or supplemental machinery and equipment shall remain the property of the **Industry Contractor** provided that such removal does not impair the operation of State Owned Equipment to which it had been ancillary or supplemental. The **Operator** shall identify to **TDCJ** and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of State Owned Equipment, which is purchased by the **Industry Contractor**.
- The **Industry Contractor** will be responsible for the general maintenance and housekeeping of the physical plant that has been assigned to the **Industry Contractor**. General Maintenance will include routine replacement of light bulbs, painting, filter replacement and other like tasks. Upon written request of the **Industry Contractor** and at the discretion of the **Operator**, facility support may be provided for major maintenance issues.
- That no alterations/renovations to the physical plant may be made by the **Industry Contractor** without the prior written approval of the **TDCJ** and the **Operator**, which approval shall not be unreasonably withheld.
- The **Industry Contractor** is responsible for the expense of modifications to the fire suppression system, to include, but not limited to the automatic smoke detection and sprinkler systems, due to the relocation of equipment initiated by and at the discretion of the **Industry Contractor**.
- The **Industry Contractor**, it's employees and Agents will comply with all **Operator** policies and procedures, American Correctional Accreditation (ACA) Standards, as well as all applicable federal, state and local laws, ordinances, and regulations, and subsequent revisions with particular emphasis on federal and state wage and hour laws regarding the payment for work and other rules and regulations of the federal and state agencies having jurisdiction over employment regulations. The **Industry Contractor** warrants that the **Operator** is not a secondary employer. The **Industry Contractor** agrees that no goods produced under this agreement shall be placed in commerce in violation of the laws of the State of Texas or the United States as they relate to utilization of prison labor and Prison Industry Enhancement Certification requirements.
- That all deliveries, shipments, and all employees are subject to search before entering or leaving the Facility premises.
- To keep the area clean, neat and orderly and to promptly report any damage to the physical plant or unsafe conditions to the **Operator**.
- To properly maintain in safe working condition all **Industry Contractor**-installed equipment and fixtures.

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- The **Industry Contractor** is responsible for the cost associated with the provision of safety equipment to ensure a safe working environment. This equipment includes safety shoes, safety glasses, fire extinguishers, and any other items deemed necessary to ensure the safety of industry workers.
- That throughout the term of this agreement, **Industry Contractor** shall be responsible for the cost of all utilities and telephone service to the **Industry Contractor**'s provided area, which utilities shall be separately metered and billed directly to the **Industry Contractor.**
- A criminal background check shall be completed by the **TDCJ** for **Industry Contractor's** employees or agents prior to their being assigned to the Facility, and that the **Operator** shall have the right to deny entrance to the area to any **Industry Contractor** employee or agent reasonably deemed by the **Operator** to present a security risk or fails to follow **Operator** policies and procedures or applicable federal, state and local laws, ordinances or regulations.
- That all **Industry Contractor's** full and part-time employees assigned to the Facility shall be obligated to successfully complete **40** hours of pre-employment/orientation training and **40** hours of annual in-service. The length of this training may be increased if the training standard for **Industry Contractor's** on **TDCJ** operated facilities is increased as the result of a change in Agency policy.
- At minimum the **Industry Contractor** will employ **275** offenders during peak production season and a minimum of **200** during non-peak production season (a combination of male and female with each working a minimum of 24 hours per week). In addition, the **Industry Contractor** will be responsible for conducting offender job interviews along with hiring and training their offender work force.
- In the hiring of offenders, to comply with all requirements of federal, state and local non-discrimination statutes and/or regulations. The **Industry Contractor** shall provide the **Operator** with job descriptions and personnel procedures for all inmate jobs in their work program.
- To provide an on-site supervision and oversight at all times to offenders employed by the **Industry Contractor.**
- To pay offenders at a rate prevailing in the area for similar work. At no time shall an offender be paid less than the Federal Minimum Wage.
- To make Resident employee wage payments to the **Operator** as trustee of offender pay accounts, with assurances that the withholding for and the payment of applicable social security, income, unemployment, and other taxes based on the wages and earnings of an employee or otherwise will be timely made and paid in accordance with applicable law. **Industry Contractor** shall provide **Operator** with a monthly written earnings and wage distribution report on all offender employees. All offender employee wage payments to the **Operator** shall be made on a bi-weekly basis, unless otherwise agreed to by the **Operator.**
- That work hours for **Offender** employees assigned to the work program shall be established by the **Operator** in consultation with the **Industry Contractor. Operator** shall use its best efforts to comply with the **Industry Contractor's**

scheduling requests. The **Industry Contractor** will reimburse the **Operator** for the salary of Correctional Officers that are assigned to the **Industry Contractor's** area above and beyond those positions funded by **TDCJ**. If additional Security Officer positions are funded by **TDCJ** for this purpose, the **Industry Contractor** will not be required to make reimbursements for those positions funded by **TDCJ**.

It is understood that from time to time circumstances arise at the facility prohibiting the turning out of Offender workers, such as semi-annual lockdowns and circumstances requiring emergency lockdowns (i.e., utility interruptions, breaches in facility security, etc.). In the event such occurs resulting in a temporary, complete shut down of all industry operations, then an hour-for-hour exchange will be granted to **Industry Contractor** for the business interruption.

- That the employment of offenders will not result in the displacement of employed workers within the **City of Lockhart**, that the offender labor will not be used as strike breakers or in impairing existing contracts at other industries wherever situated, and that the Offenders will not be exploited in any form which might adversely affect the community, the offenders or **TDCJ**.
- That the **State, TDCJ, Operator** and their employees or agents shall not be held liable for any damage to the **Industry Contractor** or any third party arising from or related to any work stoppage or offender lockdowns regardless of the reasons therefore.
- To protect, defend, indemnify and hold harmless the **State, TDCJ, Operator** and their employees or agents, from any liability claims and damages arising from or related to this agreement except such liability claims and damages arising from or related to the actions or (when under obligation to act) failure to act of the **State, TDCJ, Operator** or any of their employees or agents.
- To comply with all State and Local license requirements and pay all local personal property taxes.
- The **Industry Contractor** shall maintain insurance coverage for its equipment, supplies and materials located in the Facility against casualty occurrences. Further, the **Industry Contractor** shall maintain liability insurance coverage on itself, its agents and employees in an amount no less than $250,000 per person per claim, $500,000 aggregate. The **Industry Contractor** shall also maintain workers' compensation insurance or an equivalent insurance policy on its employees in accordance with the PIE Certification requirements and the laws of the State of Texas. The **Industry Contractor** shall deliver to the **Operator** a duly authenticated certificate evidencing such insurance within seven (7) days of the execution of this agreement and upon each insurance renewal date.
- The **Industry Contractor** shall indemnify and hold harmless the **Operator, TDCJ** and **State** from any and all liability arising out of or in connection with **Industry Contractor's** use, production, storage, or disposal of any "hazardous materials" or "hazardous waste" hereinafter defined. **Operator** shall have the right to inspect and approve all storage and disposal procedures.

"HAZARDOUS MATERIAL" shall mean any substance which is or contains any "hazardous substance" as now or hereinafter defined in 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. 9601 et seq.) or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereinafter defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901 et, seq, ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulate by the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi)polychlorinated biphenyls; (vii) radon gas; and any additional substances or materials which are now or hereinafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Facility. "Hazardous Waste" shall mean a solid waste, or a combination of a solid waste, which because of it's quantity, concentration, or physical, chemical, or infectious characteristics may (a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed (42 U.S.C. 6903, as amended). **Industry Contractor** shall be in compliance and current on all changes to the above-referenced statutes and shall immediately comply with any amendments to those sections or any statutes promulgated by the State of Texas.

Further, the **Industry Contractor** will follow OSHA Standards 29 CFR 1910 and 1926 and provide required training and documentation pursuant to that Hazardous Communications Act and the Texas Hazardous Communications Act.

- **Industry Contractor** shall, on an annual basis, deliver to the **Operator** a "Certificate of Good Standing" from the State of Texas Comptroller's Office indicating that the **Industry Contractor** is current on all taxes due.
- **Industry Contractor** shall comply with all applicable **ACA (American Corrections Association)** standards and shall collect and maintain the required documentation to assist the **Operator** to achieve and maintain accreditation. In regard to interpretation of **ACA** standards the **Operator** will designate one staff member of at least the rank of Assistant Warden to assist the **Industry Contractor** in this endeavor. If a dispute arises involving interpretation of a standard, the **Operator's Central Region Office** may be consulted. The ruling by the **Operator's Central Region Office** will be final.

6. **<u>Operator's Obligation's</u>**

Operator agrees to:

- Provide **Industry Contractor** with the area currently occupied by the **Industry Contractor** as of the date this Agreement is signed and work with the **Industry Contractor** to maximize the use of this and other available space.
- Provide, at no cost, pre-service/orientation and annual in-service training to the **Industry Contractor's** full and part-time civilian employees that are assigned to the Facility.
- Provide security staff to monitor the Industry Area as outlined in the **Operator's** contract with **TDCJ**. Additional security staff may be deployed at the request of the **Industry Contractor** to allow for work during non-traditional hours/times. If these staff are utilized the **Industry Contractor** will reimburse the **Operator** for the cost of these services, to include salaries. If **TDCJ** funds additional security positions for the Industry Building the **Industry Contractor** will not be required to reimburse the **Operator** for the positions funded by **TDCJ**.
- Arrange overtime hours, with prior approval of the **Operator,** for security staff at the request of the **Industry Contractor**. If resident employees work overtime, **Industry Contractor** will reimburse the **Operator** for the cost of these services, to include salaries.
- The **Operator** will actively assist the **Industry Contractor** in their dealings with TDCJ.
- Provide, in a timely manner, the **Industry Contractor** with offender employee referrals through **Operator's** classification system.
- Serve as trustee of the offender employee payroll accounts and to apply the proceeds of such accounts in accordance with the terms of all applicable State laws, regulations and contract provisions.
- Use its best efforts to assign this agreement to any subsequent private or public operator.

7. Termination:

Either **Operator** or **Industry Contractor** may terminate this agreement upon ninety (90) days prior written notice to the other. Provided, however, that if this agreement is terminated by the **Operator,** that the **Industry Contractor** shall be allowed one extension of an additional ninety (90) days prior to the termination under this provision if **Industry Contractor** is, in good faith, unable to obtain a new facility and relocate it's operations thereto in an orderly and business like manner in such initial ninety (90) day period. However, this agreement may be terminated or suspended on an immediate basis by the **Operator** if in its sole discretion its continuance would constitute a safety or security risk to the offenders, employees, third parties, or the public. **Operator** shall not unreasonably exercise this authority and shall provide the **Industry Contractor** a reasonable time, within the limits stated above, to relocate its operation.

8. Assignability

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This agreement may not be assigned without the explicit written consent of the **Operator** and the **TDCJ**.

9. Default by Industry Contractor:

A material failure to keep, perform, meet or comply with any covenant, agreement, term or provision of this agreement to be kept, observed, met, performed, or complied with by **Industry Contractor** hereunder, which such failure continues for a period of sixty (60) days after **Industry Contractor** has written notice thereof, shall constitute an Event of Default on the part of the **Industry Contractor.**

10. Opportunity to Cure:

In an Event of Default by the **Industry Contractor** that **Industry Contractor** reasonably believes cannot be cured within the sixty (60) days allowed to cure such Event of Default and that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the **Industry Contractor** within a reasonable period not to exceed six (6) months, unless extended by the **Operator**.

The **Industry Contractor** may, within the sixty (60) day cure period, submit a plan for curing the Event of Default to **Operator**. Upon receipt of any such plan for curing an Event of Default, **Operator** shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, **Industry Contractor** to pursue such plan of cure. The decision of the **Operator** will be communicated in writing to **Industry Contractor. Operator** agrees that it will not exercise its remedies hereunder with respect to such Event of Default for so long as **Industry Contractor** diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance wit the approved plan. If **Operator** does not allow an extension of the cure period, the sixty (60) day time period shall be tolled during the period of time the request is pending be fore the **Operator**.

11. Use or Lose Space:

In the event that the **Industry Contractor** does not utilize the area in the most efficient manner to maximize work production and the number of resident employees to be employed, the **Operator** may, in its discretion, remove from **Industry Contractor's** use that amount of space in the area not being utilized. In the event of this circumstance, **Operator** shall give **Industry Contractor** written notice of its intention to reduce the workspace made available to **Industry Contractor. Industry Contractor** shall have ninety (90) days after it has received written notice thereof to more efficiently utilize the space to be removed from it by **Operator** and at the same time, submit a plan to **Operator** as to how that space will be more efficiently utilized. If after the ninety (90) days, the **Industry Operator** is still not utilizing the space in the most efficient manner in accordance with **Operator's** expectations, that space will be taken away from

Industry Contractor and, in the discretion of the **Operator**, made available to itself or other **Industry Contractors**.

12. **Default by Operator:**

A material failure to keep, perform, meet or comply with any covenant, agreement, term or provision of this Agreement to be kept, observe, met, performed, or complied with by **Operator** hereunder, which such failure continues for a period of sixty (60) days after **Operator** has written notice thereof, shall constitute an Event of Default on the part of the **Operator.**

13. **Opportunity to Cure:**

In the Event of Default by **Operator** that **Operator** reasonably believes (i) cannot be cured within the sixty (60) days allowed to cure such Event of Default and (ii) that such Event of Default can be cured through a diligent, on-going and conscientious effort on the part of **Operator** within a reasonable period not to exceed six (6) months, unless extended by **Industry Contractor**, the **Operator** may, within the sixty (60) day cure period, submit a plan for curing the Event of Default to **Industry Contractor**. Upon receipt of any such plan for curing an Event of Default, **Industry Contractor** shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, **Operator** to pursue such plan of cure. The decision of **Industry Contractor** will be communicated in writing to **Operator**. **Industry Contractor** agrees that it will not exercise its remedies hereunder with respect to such Event of Default for so long as **Operator** diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan. If **Industry Contractor** does not allow an extension of the cure period, the sixty (60) day time period shall be tolled during the period of time the request is pending before the **Industry Contractor**.

14. All parties agree that in the event of a non-appropriation of funds by the **Texas Legislature** or **TDCJ** for the Lockhart Work Program Correctional Facility, this Agreement will terminate at such time as appropriations are no longer available to operate this facility.

15. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. **Complete Agreement:**
This Agreement contains all of the terms and conditions agreed to by the parties involved. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to be binding upon any party hereto.

17. **Modifications:**

This Agreement may not be modified, altered or amended except by written agreement executed by all the parties hereto.

The GEO Group, Inc.

Reed Smith, Central Region, Director of Operations

1-12-09
Date

Henderson Controls, Inc.

Randall R. Henderson, President

1.12.2009
Date