

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

**ERRANT GENE THERAPEUTICS, LLC**

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Angella Chen Sabella

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

853 East Valley Blvd.  
Suite 200

City: San Gabriel

State: California

Country: USA Zip: 91776

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): December 28, 2007

Assignment  Merger  Change of Name

Security Agreement  Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

7,314,953 7,214,831 7,057,057  
7,312,247 7,193,105

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Norman Hanson  
Fulbright & Jaworski L.L.P.

Internal Address: Atty. Dkt.:

Street Address: 666 Fifth Avenue

City: New York

State: New York Zip: 10103

Phone Number: 212-318-3000

Fax Number: 212-318-3400

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved:**

5

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0624  
Authorized User Name Norman Hanson

**9. Signature:**

  
Signature

March 3, 2008  
Date

Norman Hanson, Reg. No. 30,946  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13

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212-772-0958  
 Attn: 4 Pgs.  
 Annabella  
 FOR MARK STEP

SECURITY AGREEMENT

Security Agreement, dated December 28, 2007 between Angella Chen Sabella ("Lender"), and ERRANT GENE THERAPEUTICS, LLC, a Delaware limited liability company (the "Debtor").

WITNESSETH

WHEREAS, Debtor desires to borrow from Lender, and Lender desires to lend to Debtor, \$500,000.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Principal and Interest. Debtor has issued to Lender a convertible debenture to evidence a loan to Debtor in the principal amount of \$500,000, a copy of which is attached hereto as Exhibit A (the "Debenture" or the "Note").

2. Security. Debtor hereby grants to Lender a first priority security interest in all property of Debtor whether now owned or hereafter acquired including but not limited to all of the proceeds, products, accessions and substitutions thereto and therefor (the "Collateral"). The security interest granted herein is given to secure performance and payment of all obligations and indebtedness of Debtor to Lender, including obligations and indebtedness pursuant to this Agreement and the Debenture (the "Indebtedness"). The Collateral shall include all right, title and interest of Debtor in and to all tangible and intangible property of Debtor, including but not limited to all patents and patent applications, any goods sold by Debtor, whether or not earned by performance, whether now owned and hereafter acquired, which may come into existence during the term of this Agreement.

3. Powers of Lender with Respect to Collateral. The Debtor hereby irrevocably appoints the Lender the Debtor's true and lawful attorney, with full power of substitution, in the name of Debtor, the Lender or otherwise, for the sole use and benefit of the Lender, but at the Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time after any Event of Default has occurred, all or any of the following powers with respect to all or any of the Collateral (which powers shall be in addition and supplemental to any other powers, rights, and remedies of the Lender described herein or available to Lender at law or in equity): (a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof, (b) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Lender in connection therewith, (c) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto, and (d) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectively as if the Lender were the absolute owner thereof.

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4. Events of Default. At the option of Lender and without necessity of demand or notice, all or any part of the Indebtedness shall immediately become due and payable irrespective of any agreed maturity upon the happening of any one or more of the events of default set forth in the Debenture. ("Events of Default").

5. Sale of Collateral. Upon any Event of Default, Lender may apply, set-off, collect, draw upon, draft upon, sell in one or more sales or otherwise dispose of, any or all of the Collateral, in such order as Lender may elect, and any such sale may be made either at public or private sale in whole or in one or more parts, at such price as Lender may deem fair. If any applicable provision of the Uniform Commercial Code ("UCC") or other law requires Lender to give reasonable notice of any such sale or disposition or other action, five days prior written notice shall constitute reasonable notice.

6. Illegality of Any Provision. Except as the context may otherwise require, any term used herein that is defined in the UCC shall have the meaning given therein. If any provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by a decree of any court of last resort, it is the intent of the parties that such illegal or unenforceable provision shall be reformed to the extent required to rectify such illegality or unenforceability and all remaining portions of this Agreement shall remain in full force and effect.

7. Maximum Interest Rate. All agreements between Debtor and Lender are hereby expressly limited so that in no contingency or event whatsoever, shall the amount paid or agreed to be paid to Lender for the use or forbearance of the money to be loaned under the Debenture exceed the maximum permissible amount paid or agreed to be paid to Lender under applicable law. If, from any circumstance whatsoever, fulfillment of any provision hereof or of the Debenture, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if, from any circumstance, Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal of the Indebtedness and not to the payment of interest.

8. General Representations and Warranties. Debtor represents and warrants to Lender that:

(a) Debtor is duly authorized to and has full power to execute and deliver this Agreement and the Debenture and to perform all of its obligations under this Agreement, including the execution, delivery and performance of whatever additional documents are necessary or required;

(b) the execution and delivery by Debtor of this Agreement and the Debenture and the performance by Debtor of its obligations under this Agreement and the Debenture do not and

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will not conflict with any provision of law, or of the articles of organization or operating agreement of Debtor, or of any other agreement affecting or binding upon Debtor;

(c) this Agreement and the Debenture are valid and binding obligations of Debtor enforceable in accordance with their terms;

(d) there is no financing statement or other security instrument on file in any jurisdiction covering or affecting the Collateral; and

(e) Debtor is a duly organized and validly existing Delaware corporation, in good standing under the laws of Delaware, and is duly qualified and in good standing in Illinois and all other jurisdictions where the nature or conduct of its business or the ownership or lease of properties by it makes such qualification necessary.

9. Negative Covenants. The Debtor covenants and agrees that it will not:

(a) permit any material adverse change in the condition, financial or otherwise, or the operations of Debtor;

(b) create any other security interest or lien and will not file or permit to be filed any financing statement or other security instrument with respect to the Collateral without the consent of Lender except with respect to up to an additional \$1,500,000 which would be pari passu with or junior to the security interest granted hereby;

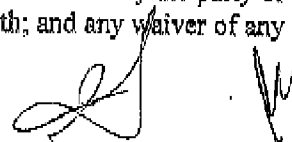
(c) enter into any merger or consolidation, without the payment in full of the Debenture;

10. Notices. Any notices or other communication required or permitted to be given by this Agreement must be given in writing and must be personally delivered, mailed by prepaid certified or registered mail, or sent by overnight courier to the address of such party set forth at the beginning of this Agreement, or sent by facsimile. Any notice or communication required or permitted hereunder shall be deemed to be given on the earlier of the date of actual receipt or upon the third day after the date the notice or communication is mailed.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties consent to the jurisdiction of any federal or state court located in the City, County and State of New York and consent to venue in such court in connection with any action between the parties.

12. Waivers. Lender shall be under no duty whatsoever to make or give any presentment, demand for performance, notice of nonperformance, protest, notice of protest, or notice of dishonor with respect to any Collateral or the Indebtedness. Any party's failure to insist upon the strict performance of any term, condition or other provision of this Agreement or to exercise any right or remedy hereunder or thereunder shall not constitute a waiver by the party of such term, condition or other provision or default in connection therewith; and any waiver of any

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such term, condition or other provision or of any default shall not affect or alter this Agreement and each and every term, condition and other provision of this Agreement shall, in such event, continue in full force and effect and shall be operative with respect to any other then exiting or subsequent default in connection therewith.

13. Expenses of Lender. Debtor shall pay to Lender (or on behalf of Lender) all expenses incurred by Lender in connection with this Agreement, including but not limited to attorneys fees, filing fees, and search fees.

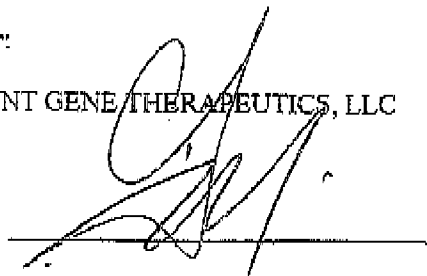
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

Debtor:

ERRANT GENE THERAPEUTICS, LLC

By:



Pat Girondi, President

Lender:

By:



Angela C. Sabella

THE DEBENTURE WHICH IS REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS DEBENTURE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, TRANSFERRED, MADE SUBJECT TO A SECURITY INTEREST, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT OR BASED UPON AN OPINION OF COUNSEL FOR THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

### CONVERTIBLE DEBENTURE

\$500,000

December 28, 2007

FOR VALUE RECEIVED, Angela Chen Sabella, with an address at 853 East Valley Blvd., Suite 200, San Gabriel, California 91776 (hereinafter referred to as the "Payee") agrees to loan to Errant Gene Therapeutics, LLC, a Delaware limited liability company with an address at 218 North Jefferson Street, Suite 300, Chicago, Illinois, 60601 (hereinafter referred to as the "Payor"), the sum of \$500,000 in installments of \$250,000 each payable on December 28, 2007 and January 28, 2008, and the Payor agrees to pay to the order of Payee on the Maturity Date set forth in Paragraph A of Article 2 of this Convertible Debenture, unless earlier converted or redeemed in accordance with the terms of this Convertible Debenture (the "Debenture"), the principal sum of Five Hundred Thousand (\$500,000) Dollars, with interest on the aforesaid amount as calculated in Article 1 below.

1. Interest

- (A) Interest on the unpaid principal balance shall be calculated from the date of this Debenture to and including the date of repayment at an interest rate equal to eleven (11%) percent per annum.
- (B) Payment of the accrued and unpaid interest shall be due and payable upon payment of the principal balance of this Debenture pursuant to Paragraph A of Article 2 of this Debenture.

2. Method of Payment

- (A) Payment of the principal balance of this Debenture, together with any unpaid and accrued interest thereon, shall be due and payable in full, on January 28, 2009 ("Maturity Date").
- (B) Repayment of this Debenture by the Payor shall be made by check drawn to the Payee at the Payee's address which is set forth above or at such other place as may be designated pursuant to Paragraph C of Article 14 of this Debenture.
- (C) The principal balance of this Debenture may be prepaid by the Company, in whole or in part, without premium or penalty, at any time. Upon any repayment

of the entire principal amount of this Debenture, all accrued but unpaid interest shall be paid to Payee on the date of prepayment.

3. Conversion

- (A) The Payee shall have the right, at its option, by notifying the Payor in writing, pursuant to Paragraph C of Article 14 of this Debenture or any time, to convert the Debenture into Preferred Membership Interests of Payor, in whole or in part. Payee shall receive 1 Unit of Preferred Membership Interests (.1667% interest in profits and distributions of the Company for each \$50,000 of Debentures) (the "Conversion Price"). Notwithstanding the foregoing, the Conversion Price shall be adjusted to reflect a conversion price equal to the lower of 50% of the average sale price by the Company of its Preferred Membership Interests during the 60 days prior to the conversion or 50% of the offering price or exchange price in the event of a merger or exchange of interests by the Company into or with a publicly-traded company or a public offering of the securities of the Company or its successor (a "Redemption Event"). In the event of a Redemption Event, the Company shall have the right to redeem any and all Debentures which have not been converted into Interests in the Company by paying the face value plus all accrued interest.
- (B) Preferred Membership Interests shall be issued upon tendering of this Debenture at the office of the Payor, accompanied by a written instrument of conversion and which shall be duly executed by the Payee or its assigns.
- (C) Subject to the following provisions of this Article 3 of this Debenture, such conversion shall be deemed to have been made at the close of business upon the date when this Debenture has been surrendered for conversion, so that the rights of the Payee of this Debenture with respect to the principal amount of this Debenture so converted shall cease at such time and the person or persons entitled to receive the Preferred Membership Interests upon conversion of this Debenture shall be treated, for all purposes, as having become the record holder or holders of such Preferred Membership Interest at the time of such surrender for conversion; provided, however, that such surrender on any date when the transfer books of the Payor are closed, shall be effective to constitute the person or persons entitled to receive such Preferred Membership Interests as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such transfer books are open. If for example, a Debenture is surrendered for conversion at a time when the transfer books of the Payor are closed, and a stock dividend is declared or a record date is set for a shareholder vote during such period when the transfer books of the Payor are closed, such conversion shall not take effect until the date upon which the transfer books are opened, and the Debenture holder shall not be entitled to receive such stock dividend or to cast such vote.
- (D) If the last day for the exercise of the conversion right is a Saturday, Sunday, or Holiday, such conversion right may be exercised until the next succeeding day

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which is not a Saturday, Sunday, or Holiday. The term "Holidays" shall include New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other weekday upon which banks are closed in the State of New York.

(E) In order to preserve the conversion rights of the Payee of this Debenture, the Conversion Price is subject to adjustment if certain events occur, including but not limited to, any of the events which are set forth below:

- (i) A capital reorganization, reclassification, recapitalization or subdivision of the outstanding interests of the Payor which has the effect of changing the percentage of Preferred Membership Interests which this Debenture may be converted into in relation to the total number of outstanding interests.

Upon the occurrence of any of the above events, or any other event which might result in a change in the percentage or number of Preferred Membership Interests which this Debenture may be converted into (any of such events is hereinafter referred to as a "Dilution Event"), then, in such event, the Payor will immediately take whatever measures are necessary to insure that the percentage interest in the Payor which the Debenture may be converted into would not be increased or reduced. Any adjustment which is required by this Paragraph 3 shall be deemed effective retroactive to the date of the Dilution Event. The provisions of this Paragraph 3 shall be applicable to any Dilution Event which occurs at any time after the date of this Debenture. If any of the Dilution Events occur, the Payor will mail or cause to be mailed a notice pursuant to Paragraph C of Article 14, to the Payee of this Debenture specifying the Dilution Event(s) which has occurred.

#### 4. Redemption

Upon the merger or exchange of interests by the Payor into or with a publicly traded company or a public offering of the securities of the Payor or its successors, the Payor shall have the right to redeem any and all Debentures which have not been converted into interests in the Payor by paying the face value plus all accrued interest.

#### 5. Representations of Payee

In connection with the purchase of this Debenture, Payee hereby represents and warrants to Payor as follows:

- (A) Payee is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Act.
- (B) The Debenture is being purchased for Payee's own account without participation of any other person, with the intent of holding the Debenture for investment and without the intent of participating, directly or indirectly, in a distribution of the Debenture and not with a view to, or for a resale in connection with, any distribution of the Debenture or any portion thereof, nor is the undersigned aware of the existence of any distribution of the Company's securities. Furthermore, the



undersigned has no present intention of dividing such Debenture with others or reselling or otherwise disposing of any portion of such Debenture, either currently or after the passage of a fixed or determinable period of time, or upon the occurrence or nonoccurrence of any predetermined event or circumstance.

- (C) Payee has no need for liquidity with respect to her purchase of the Debenture and is able to bear the economic risk of an investment in the Debenture for an indefinite period of time and is further able to afford a complete loss of such investment.
- (D) Payee represents that her financial commitment to all investments (including her investment in Payor) is reasonable relative to her net worth and liquid net worth.
- (E) Payee recognizes that the Debenture will be sold to Payee without registration under any United States federal or other law relating to the registration of securities for sale.
- (F) Payee is aware that any resale of the Debenture cannot be made except in accordance with the registration requirements of the Securities Act or an exemption therefrom.
- (G) Payee is not acquiring the Debenture based upon any representation, oral or written, by any person with respect to the future value of, or income from, the Debenture but rather upon an independent examination and judgment as to the prospects of Payor.
- (H) Payee understands that Payor is an early stage company and has a limited operating history. Payee appreciates and understands the risks involved with investing in a company with a limited operating history and has read and understands the risk factors set forth in Payee's Confidential Private Placement Memorandum dated October 1, 2007.

#### 6. Events of Default

The term "Event of Default" as used herein shall mean the occurrence of any one or more of these following events:

- (A) If Payor fails to pay when due any payment on this Debenture and such failure continues for ten (10) days;
- (B) The default in the performance of any material covenant on the part of the Payor to be performed pursuant to the terms hereof and such failure continues for ten (10) days after Payee notifies Payor thereof in writing pursuant to Paragraph C of Article 14 of this Debenture;
- (C) The admission in writing by the Payor of its inability to pay its debts as they mature;

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- (D) The filing by the Payor of a petition in bankruptcy;
- (E) The making of an assignment by the Payor for the benefit of its creditors;
- (F) Consent by the Payor to the appointment of or possession by, a custodian for itself or for all or substantially all of its property;
- (G) The filing of a petition in bankruptcy against the Payor with the consent of the Payor;
- (H) The filing of a petition in bankruptcy against the Payor without the consent of the Payor, and the failure to have such petition dismissed within sixty (60) days from the date upon which such petition is filed;
- (I) Notwithstanding the sixty (60) day provision in Paragraph H of this Article 6 of this Debenture, a petition in bankruptcy is filed against Payor, and Payor is adjudicated to be bankrupt;
- (J) The entry by a court of competent jurisdiction of a final non-appealable order, judgment or decree appointing, without the consent of the Payor, of a receiver, trustee or custodian for the Payor or of all or substantially all of the respective property or assets of Payor;
- (K) The commencement of a proceeding to foreclose the security interest in, or lien on, any property or assets to satisfy the security interest or lien therein of any creditor of the Payor;
- (L) The imposition of any attachment or levy, or the issuance of any note of eviction against the assets or properties of the Payor.

#### 7. Remedies Upon Default

Upon the occurrence of an Event of Default (as defined in Article 6 of this Debenture), and any time thereafter while such Event of Default is continuing, the entire unpaid principal balance which is due pursuant to this Debenture shall, at the Payee's option, be accelerated and become and be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are expressly waived by the Payor.

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8. Non-Exclusive Remedy

Any remedy which is set in this Debenture is not exclusive of any remedies which are provided by law.

9. Liability Upon Default

The liability of the Payor upon default shall be unconditional and shall not be in any manner affected by any indulgence whatsoever granted or consented to by the Payee including, but not limited to, any extension of time, renewal, waiver or other modification.

10. No Waiver

No failure on the part of the Payee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

11. Validity of Provisions

Any provision of this Debenture which may prove to be unenforceable under any law shall not affect the validity of any other provision of this Debenture.

12. Collection Costs

Payor agrees to pay all reasonable costs of collection, including attorney's fees and costs, which may be paid or incurred by Payee in connection with Payee's exercise of its rights or remedies under this Debenture.

13. Full Recourse

Anything in this Debenture to the contrary notwithstanding, the Payor hereunder shall be liable on this Debenture for the full amount of the principal and interest due pursuant to this Debenture.

14. Miscellaneous

(A) Modification. The Debenture may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, which is signed by the Payor and the Payee of this Debenture.

(B) Further Actions. The Payor agrees to execute any and all instruments and documents, and to take any and all such further actions reasonably required to effectuate this Debenture and the intents and purposes hereof.

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- (C) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be mailed by First Class, Registered or Certified Mail (Return Receipt Requested), postage prepaid, as follows:

To the Payor: 218 North Jefferson Street  
Suite 300  
Chicago, IL 60661

To the Payee: 853 East Valley Blvd.  
Suite 200  
San Gabriel, CA 91776

Or in each case to such other address as shall have last been furnished by like notice. If mailing by Registered or Certified Mail is impossible due to an absence or delay in the postal service, notice shall be in writing and personally delivered to the appropriate address set forth above. Each notice or communication shall be deemed to have been given as of the date so mailed or delivered, as the case may be.

- (D) Governing Law. This Debenture shall in all respects be construed, governed, applied and enforced in accordance with the laws of the state of New York applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. Furthermore, the Payor and Payee hereby agree that any proceeding to enforce the provisions of this Debenture may be commenced in the Courts of the state of New York having subject matter jurisdiction and hereby consent to and submit to personal jurisdiction over each of them and the venue in and by any state or federal court located in the city, county and state of New York in any action or proceeding, waive personal service of any and all process and specifically consent that in any such action or proceeding, any service of process may be effectuated upon any of them by certified mail, return receipt requested, to the addresses which are set forth on page one of this Debenture or in each case to such other addresses as shall have last been furnished by like Notice.
- (E) Assignment. This Debenture may not be assigned or transferred by the Payee without the prior written consent of the Payor.
- (F) Successors and Assigns. The Debenture shall be binding upon the Payor and its successors and assigns.
- (G) Binding Agreement. This Debenture shall be binding upon and in use to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

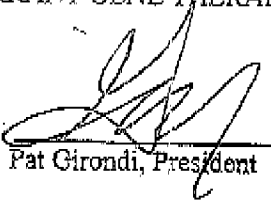
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IN WITNESS WHEREOF, the Payor has executed this Debenture as of the 28th day of December, 2007.

ERRANT GENE THERAPEUTICS, LLC

By:   
Pat Girondi, President

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