# MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, TEXAS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., TRADING AND DOING BUSINESS AS SERVICE LINE WARRANTIES OF AMERICA

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [\_\_\_\_\_\_\_, 20\_\_\_] ("Effective Date"), by and between the City of San Antonio, Texas ("City"), and Utility Service Partners Private Label, Inc., a Delaware corporation, trading and doing business as Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### **RECITALS:**

**WHEREAS,** sewer and water line laterals between the main lines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS,** City issued an Request for Proposal ("RFP") for a Utility Service Line Warranty Program on October 30, 2015 and has determined that SLWA has provided the best proposal responsive to that RFP; and

**WHEREAS,** SLWA desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products as approved by City ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

#### **AGREEMENT**

- **1. Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
- **2.** Grant of License. City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, advertising, billing and marketing materials to be sent to Residential Property Owners from time to time, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
- **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for two (2) additional one (1) year terms ("Renewal Term") unless the City gives SLWA written notice a minimum of ninety (90) days prior to end of the Term or of a Renewal Term that the City does not intend to renew this Agreement. The City may terminate this Agreement thirty (30) days after giving notice to

SLWA that SLWA is in material breach of this Agreement if said breach is not cured during said (30) day period. SLWA will be permitted to complete any marketing initiative initiated or to be initiated within the 30 days prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct three campaigns a year, which are anticipated to take place in Spring, Fall and Winter in accordance with the schedule set forth in Exhibit A. The City shall authorize three campaigns per year. The Branding Fee and Guaranteed Payments shall be made by SLWA in accordance with Exhibit A attached hereto.

### 4. Consideration.

- A. As consideration for the License, SLWA will pay to City a license royalty fee of Seventy-Five-Cents (\$.75) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during any term of this Agreement. Payments of the License Fee shall be due quarterly by the thirtieth of the month following the end of each quarter (January 30; April 30; July 30; and, October 30). The first payment shall be due by January 30, 2017. Succeeding License Fee payments shall be made on a quarterly basis throughout the Term and any Renewal Term. For each year of this Agreement, SLWA will guarantee a minimum Guaranteed Payment as defined and set forth in Exhibit A, subject to City's written approval of the proposed marketing materials for each campaign of that year, which shall be submitted within two month of the execution of the Agreement and every anniversary date thereafter, and approved within 30 days of submittal. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense on an annual basis, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.
- B. In addition to the License Fees set forth in Subsection A of this Section, SLWA shall pay City an upfront brand license fee ("Brand Fee") in the amount of \$650,000.00, paid over the course of a five (5) year period as set forth on Exhibit A. The Brand Fee shall be due and payable upon the City's written approval of the proposed marketing materials for the campaigns for each of Years 1 through Year 5. All Brand Fee payments due herein shall be due and payable within thirty (30) days after such approval of the marketing materials for the campaigns. If marketing materials are not submitted to City for approval in a given year of the Term and any Renewal Term of this Agreement, the Branding Fee for that year shall be paid to City as if the City had approved marketing materials as provided for in Section 4.A. of this Agreement.
- C. SLWA further agrees that it will, at the time of the first marketing launch, provide to the City, 500 water and sewer warranties for distribution by the City under its Residential Assistance Program to residents selected by the City. In each subsequent year of the Term of this Agreement, SLWA agrees to make an additional 125 such warranties available to the City for distribution for a total of 1,000 water and sewer warranties available at the beginning of year 5. SLWA's obligation to provide and support the warranties described in this paragraph will cease upon the termination or expiration of this Agreement; provided, however, that SLWA will continue to support warranties in

existence at the termination or expiration of this Agreement until the end of the one-year term of such warranty.

## 5. <u>Indemnification.</u>

SLWA covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS the City and the elected officials, employees, officer, directors, volunteers and representatives of the City ("City Representatives"), individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to SLWA's activities under this Agreement, including any acts or omissions of SLWA, any agent, officer, director, representative, employee, consultant or subcontractor of SLWA, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SLWA AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION. LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this Indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SLWA shall advise the City in writing within 24 hours of any claim or demand against the City related to or arising out of SLWA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at SLWA's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving SLWA of any of its obligations under this paragraph.

City shall advise SLWA in writing within 3 days of any claim or demand against the City related to or arising out of SLWA's activities under this Agreement.

**Defense Counsel** – City shall have the right to select or approve defense counsel to be retained by SLWA, subject to the concurrence of SLWA's insurer in those instances in which such insurance is providing a defense to the City and SLWA, unless such right is expressly waived by City in writing. SLWA shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If SLWA fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and SLWA shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

**Employee Litigation**- In any and all claims against any party indemnified hereunder by any employee of SLWA, any subcontractor, anyone directly or indirectly employed by any of them

or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SLWA or any subcontractor under worker's compensation or other employee benefit acts.

- **6. Insurance.** SLWA agrees to maintain an insurance program consistent with the coverages listed on the Certificate of Insurance attached hereto as Exhibit B.
- 7. Small Business Economic Development Advocacy/Local Preference Program. SLWA will not be subcontracting any of its obligations to the City under this Agreement. The City understands that SLWA's corporate affiliates may perform some services on behalf of SLWA. In performing services for its customers who are City residents who elect to purchase a Warranty, SLWA will engage local, qualified plumbing contractors. In selecting such contractors for its network, SLWA does not discriminate on the basis of race, ethnicity, gender or place of national origin. SLWA will take all reasonable measures to identify and engage qualified local plumbing contractors which are small, minority, veteran and/or women owned business enterprises. SLWA will cooperate with the City in the identification and recruitment of such contractors. SLWA agrees to subcontract at least twenty-two percent (22%) of the value of all plumbing contracts to certified M/WBE plumbing firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area and in compliance with the SBEDA Program Compliance Affirmative Procurement Initiatives set out in the RFP.
- **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:

ATTN: Russell Huff
Assistant Director – Public Utilities
City of San Antonio/Finance Division
PO Box 839966
San Antonio, TX 78283

Phone: (210) 207-4229 Fax: (210) 207-4072

To: SLWA:

ATTN: Vice President, Business Development Utility Service Partners Private Label, Inc. 11 Grandview Circle, Suite 100

Canonsburg, PA 15317 Phone: (724) 749-1003 Fax: (724) 229-4520

- **9. No Third Party Beneficiary.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.
- **11. Authority.** Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.
- **12. Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld, except that SLWA may assign this Agreement without consent of the City to an affiliate under the common control of SLWA's parent: HomeServe USA Corp.
- 13. <u>Counterparts/Electronic Delivery.</u> This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
- **14.** <u>Choice of Law/Attorney Fees.</u> The governing law shall be the laws of the State of Texas, and any legal action or proceeding brought or maintained, directly or indirectly, resulting from this Agreement shall be determined in the City of San Antonio, Bexar County, Texas.
- **15.** <u>Incorporation of Recitals and Exhibits.</u> The above Recitals and Exhibits A and B attached hereto are incorporated by this reference and expressly made part of this Agreement.
- **16.** <u>Mobile Homes.</u> Mobile homes on foundations will be eligible to participate in the warranty programs. Mobile homes not on foundation will be eligible if the mobile home is directly connected to the municipal infrastructure for the warranty service being sought.

### **17. Performance Expectations:**

SLWA will be responsible for the following:

- a. Customer Service SLWA shall maintain a multi-lingual 24hr/7day/365days customer service and claim-related call center with live access to claim representatives. In addition, SLWA shall maintain a customer service department available from 8:00 a.m. to 6:00 p.m. Monday Friday with the exception of Federal Holidays and maintain web based claim and customer service support online through email correspondence.
- b. Response Time SLWA will contact contractor immediately following the filing of a claim. The contractor will then contact the customer within the first 60 minutes.

- c. Statistical Information SLWA shall provide, in conjunction with Quarterly Payment/Financial Information, customer service monthly data to include the following: number of claims filed, number of claims completed, number of claims rejected, copy of claim denial letters, average claim amounts, number of claims that exceed coverage limits.
- d. Warranty customers shall pay no deductibles.
- e. Warranty customer claims will have a per occurrence limit of \$4,000 for water and sewer and \$3,000 for indoor plumbing.
- f. Warranty customers shall have no annual claim limits.
- g. Warranty customers shall have no lifetime limits.
- h. SLWA shall report quarterly progress towards the 22% M/WBE Subcontracting Program requirement.
- **18. Quarterly Payment/Financial Information**. Within thirty days following the end of each calendar quarter, SLWA shall provide the City with the following information in support of the License Fee: number of warranties by type by calendar month.
- **19. The Experience, Background, Qualifications** The Experience, Background, Qualifications section beginning on pages 26-48 of the RFP response as provided by Utility Service Partners, Inc. is incorporated into this agreement as Exhibit C with the exclusion of all language relating to mobile homes, which are covered pursuant to the terms of Section 16 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

# MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

### **CITY OF SAN ANTONIO**

By:
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.
By:Brad H. Carmichael, Vice President
By:

### Exhibit A

National League of Cities Service Line Warranty Program
City of San Antonio, TX
Term Sheet
June 8, 2016

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed
  - b. Renewal terms
- ii. The City shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year renewal options
- II. License Fee \$0.75 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by the Chief Financial Officer or his designee
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
- i. Scope is from the property owner's property line until line daylights inside home, of which includes the service line under the concrete floor.
  - b. External water line warranty
- i. Scope is from the meter and/or curb box until it daylights inside home, of which includes the service line under the concrete floor.
  - c. In-home plumbing warranty
- i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns three campaigns per year (generally Fall, Winter and Spring)
  - a. 2016 Fall Sewer
  - b. 2017 Spring Water
  - c. 2017 Fall Sewer
  - d. 2018 Winter In-home plumbing
  - e. 2018 Spring Water
  - f. 2018 Fall Sewer
  - g. 2019 Winter In-home plumbing
  - h. 2019 Spring Water
  - f. 2019 Fall Sewer
  - g. 2020 Winter In-home plumbing
  - h. 2020 Spring Water
  - f. 2020 Fall Sewer
  - g. 2021 Winter In-home plumbing
  - h. 2021 Spring Water
- VI. Campaign Pricing Pricing is guaranteed for the first two years and SLWA will not increase prices, except for increases due to a change in the rate of applicable sales or similar

taxes. At the end of the two year period, there is an opportunity to review and then pricing will be agreed upon between the SLWA and the City for the remainder of the term.

- a. Sewer
  - i. Year 1 \$6.50 per month; \$73.00 annually
  - ii. Year 2 \$6.50 per month; \$73.00 annually
- b. Water
  - i. Year 1 \$4.50 per month; \$49.00 annually
  - ii. Year 2 \$4.50 per month; \$49.00 annually
- c. In-home plumbing
  - i. Year 1 \$6.99 per month; \$78.88 annually
  - ii. Year 2 \$6.99 per month; \$78.88 annually

VII. Brand Fee - \$650,000.00 spread across five years, subject to City's written approval of the proposed marketing materials for each campaign of that year, and the other conditions set forth in Section 4B of the Agreement.

- a. Year 1 \$300,000.00
- b. Year 2 \$150,000.00
- c. Year 3 \$100,000.00
- d. Year 4 \$50,000.00
- e. Year 5 \$50,000.00

VIII. Guaranteed Payments - Each year there will be a guaranteed minimum payment amount (each, a "Guaranteed Payment") provided to the City, subject to the City's approval of the campaigns and campaign materials for that year. The guaranteed portion is a combination of the Brand Fee and the License Fee. The Brand Fee is fixed, and the License Fee amount is variable. If the Brand Fee plus the License Fee is greater than the guaranteed amount, City will receive the higher amount. If the Brand Fee plus the License Fee is less than the guaranteed amount, City will receive the guaranteed amount. SWLA will make the License Fee payments on a quarterly basis consistent with the terms outlined in Section 4 of this agreement. These payments will be subject to a true-up following the final quarter of each year of the Agreement, if needed to effectuate the guaranteed minimum payment for that year of the Agreement. If and to the extent that the Brand Fee does not become due and payable or is required to be refunded, such amount shall be deducted from the Guaranteed Payments due for the relevant year below. In addition, SWLA will provide the City with a Quarterly Payment/Financial Information as established by Section 18.

- a. Year 1 \$369,544.00
- b. Year 2 \$448,044.00
- c. Year 3 \$535,693.00
- d. Year 4 \$553,930.00
- e. Year 5 \$578,191.00

2-5.

IX. Residential Assistance Program – SLWA will provide free one-year water and sewer warranties for underprivileged residents as defined below. City will determine criteria and approve applications for assistance under this program. City will provide SLWA with a list of approved service addresses for each year the program is in effect.

- a. 500 families at the beginning of year 1 for both water and sewer.
- b. Additional 125 families for both water and sewer warranties at the beginning of years
  - i. Year 1 500 families

- ii. Year 2 625 families
- iii. Year 3 750 families
- iv. Year 4 875 families
- v. Year 5 1,000 families

# **Exhibit B**Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Stamford CT Office					PHONE (A/C. No., Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105						
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INSURED						INSURER A: Allied World Specialty Insurance Company					
HomeServe USA						RB: Allie	ed World Na	tional As	y 10690		
601 Merritt 7 6th Floor					INSURER C: Commerce & Industry Ins Co					19410	
Norwalk CT 06851-1174 USA					INSURER D:						
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