

20852

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508
SEP 3 - 1998

"TRAVELING LITE" AIRING CONTRACT
THOR ENTERTAINMENT
WYCC-TV CHANNEL 20
DISTRICT OFFICE

**COUNTY OF COOK
AND STATE OF ILLINOIS**

THE CHANCELLOR

REPORTS

that WYCC-TV Channel 20 has been approached by Thor Entertainment requesting that Channel 20 presents a 13-week travel educational series entitled, "Traveling Lite" with Brad Thor; and

that the producer has secured production underwriting to produce the series, and Channel 20 would, as the presenting station, receive \$12,500.00 for airing the series; and

that as the presenting station, Channel 20 will promote the series with other stations in the country, check tapes for technical quality, and act as intermediary between the distributor, the national underwriter, and the producer; and

that a contract has been negotiated between representatives of Thor Entertainment and CCC which outlines the responsibilities of all parties.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves said Agreement stating the terms and conditions whereby WYCC-TV Channel 20 will serve as the presenting station for the "Traveling Lite" series; and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted:

Wayne D. Watson
Chancellor

September 3, 1998

THOR ENTERTAINMENT/WYCC-TV Presenting Station Agreement

This Agreement, dated August __, 1998, is made between Thor Entertainment, Inc., hereinafter "Thor Entertainment", an Illinois corporation with principal offices located at 400 N. Michigan Avenue, Suite 510, Chicago, IL 60611 and The City Colleges of Chicago (WYCC-TV Channel 20) hereinafter "WYCC", an Illinois 501(c)(3) corporation with principal offices located at 226 W. Jackson Street, Chicago, IL 60601.

This agreement concerns the production of the Season II episodes of the public television series entitled TRAVELING LITE™ (hereinafter referred to as "Series").

The Parties agree as follows:

1. WYCC (owned and operated by the City Colleges of Chicago) agrees to be the "presenting" station for the thirteen (13) new episodes of Series and a series of 10-15 Travel Tips with Brad Thor fillers, with a to be determined length. WYCC shall broadcast Series and fillers locally and distribute Series and fillers via American Program Service (unless the Parties hereto decide and agree upon using a different distributor) for broadcast and exhibition on public broadcasting stations within the United States, its territories and possessions for unlimited releases during a three (3) year period beginning with the initial release of Series to WYCC in January, 1999. WYCC shall have the right to be the exclusive local public television broadcaster of Series and fillers.
2. Thor Entertainment shall consult with WYCC during the planning, production, and post production of Series and fillers to ensure public television standards. Each Party shall keep the other Party fully and promptly informed of all events and matters affecting or relating to this Agreement and its subsequent addenda, and shall, without delay, give all relevant information and cooperation reasonably requested by the other Party.
3. Thor Entertainment agrees to produce Series in conformity with the production budget of five hundred thousand dollars (\$500,000). Fiscal Accountability to underwriter shall be the sole responsibility of Thor Entertainment.
4. WYCC agrees to broadcast Series and fillers and to release them for national distribution via American Program Service (unless the Parties hereto decide and agree upon using a different distributor) to public television stations. WYCC shall be responsible for technical evaluations and submission of distribution paperwork. Thor Entertainment will deliver two (2) final broadcast master copies of each episode and the fillers to WYCC on 1 inch tape, for delivery to distributor. WYCC shall exercise its reasonable best efforts to assure the widest station carriage and viewer ship possible, as well as exercising its reasonable best efforts to help Series secure the most favorable time slots. WYCC
5. The Parties hereto agree to cooperate in developing publicity, promotion, and related materials for Series release and ongoing promotion.

B.V.

6. The Parties realize that Thor Entertainment has secured an exclusive national underwriter for Series which is Rail Europe, for five hundred thousand dollars (\$500,000) which shall be paid to the City Colleges of Chicago Foundation for the production of the series and the station presentation costs. It is understood by the Parties that for its efforts as outlined herein, WYCC shall be entitled to a presentation fee of twelve thousand five hundred dollars (\$12,500) in the above mentioned national underwriting funding raised for Series. WYCC shall also be entitled to retain any and all funding raised from local underwriting of the series within the WYCC market, provided said local underwriter is not a direct competitor of Series' national underwriter nor any of Series' major in-kind service providers. Thor Entertainment shall be paid the balance of any and all national underwriting funds raised for Series. WYCC shall not retain management fees, participation, nor other fees from Series other than the twelve thousand five hundred dollars (\$12,500) mentioned above and any local underwriting funding raised by WYCC as mentioned above. Upon receipt of national funding for Series from Series national underwriter, WYCC shall immediately notify Thor Entertainment. WYCC shall be invoiced by Thor Entertainment and shall instruct the City Colleges of Chicago Foundation to pay Thor Entertainment the full amount of national underwriting monies received for its production fees including all equipment and personnel expenses not to exceed \$500,000 (minus any payment of the above mentioned \$12,500) within thirty (30) days of invoice. Neither WYCC nor the City Colleges of Chicago Foundation shall have any further liability for the funds, once dispersed. All production underwriting monies due Thor Entertainment for Series shall be made payable to Thor Entertainment's production company, Drawing Productions, Inc.

7. The credits of Series shall indicate that it is a production of Drawing Productions, Inc. A Thor Entertainment Company in association with WYCC-TV. WYCC to provide Thor Entertainment with video of the WYCC logo.

8. All intellectual property rights in and to Series and fillers, including copyrights, shall be owned by Thor Entertainment. Thor Entertainment shall be the owner of all ancillary rights to Series and fillers.

9. Thor Entertainment warrants and represents that the material which it creates for Series and fillers will be its own and original work or fully cleared by Thor Entertainment by license or for otherwise for use in broadcast or in the public domain and will not be copied in whole or in part from any other work, and the material will not infringe upon or violate the artistic, literary, dramatic, copyright, trademark or other rights of any person, firm, or corporation.

10. WYCC agrees to include Thor Entertainment as a beneficiary for this project only, at no cost to Thor Entertainment, under WYCC's broadcasters liability insurance (Errors and Omissions).

11. Neither Party shall be deemed to be a representative, agent or employee of the other Party for any purpose whatsoever unless a separate agreement is drawn up outlining all specific duties, responsibilities, and compensation schedules/packages.

12. Neither Party shall have the right, nor shall any Party hold itself out as having the authority or right to assume create, or undertake any obligation of any kind whatsoever, outside of those rights and obligations outlined herein, expressed or implied, on behalf, or in the name of, the other Party, without the expressed written consent of the other Party.

13. Thor agrees to indemnify and hold harmless WYCC and the City Colleges of Chicago Foundation, officers, trustees, and each of their successors in interests from or against any and all liabilities, damages and claims (including attorney's fees and court costs). WYCC and the City Colleges of Chicago Foundation agrees in concert to indemnify and hold harmless Thor Entertainment, its officers, trustees and each of their successors in interests for negligence or failure of WYCC or its employees to perform its obligations under this agreement.

14. The sole remedy for breach of any provision of this Agreement shall be binding arbitration by a duly appointed board of arbitrators and in Chicago, Illinois, subsequent to the laws thereto, and in no event shall either Party seek, or be entitled to, injunctive or other equitable relief by reason of breach or threatened breach of this Agreement.

15. Miscellaneous items

- a. This agreement shall be interpreted under the laws of the State of Illinois.
- b. The agreement contains the entire Agreement between The Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understanding, or communications with respect to the subject matter hereof. No subsequent modification to this Agreement shall be binding upon The Parties, unless set forth in writing and signed by an authorized official of the Party sought to be bound thereby.
- c. Neither Party may assign its rights or responsibilities under this Agreement without the prior written consent of the other Party.
- d. The Parties hereby represent and warrant to each other that their execution of this Agreement and performance of their obligations hereunder does not breach The Parties' respective organizational documents or any court order or contractual obligation to which either is a party or by which either is bound which would have a material adverse effect on The Parties ability to perform hereunder.
- e. Neither of The Parties hereto shall be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such Party, including without limitation, fire, flood, strike and other industrial disturbance, failure of raw material vendors, failure of transport, accident, war, riot, insurrection, act of God, or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such a cause.
- f. If any provision of this Agreement is held to be invalid, the remainder shall remain in full force and effect.

IN WITNESS HEREOF, The Parties hereto have caused this Agreement to be duly executed on the day and year first written above.

Thor Entertainment, Inc

By: Brad Thor

Name: BRAD THOR

Title: President

WYCC-TV (City Colleges of Chicago)

By: [Signature] SEP 3

Name: _____

Title: CHAIRMAN OF THE BOARD

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

[Signature]
 ASSISTANT BOARD SECRETARY

[Signature]
 GENERAL COUNSEL

APPROVED AS TO LEGAL FORM

B.T.

THOR ENTERTAINMENT/WYCC-TV Presenting Station Agreement

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This agreement concerns the production of the Season II episodes of the public television series entitled TRAVELING LITE™ (hereinafter referred to as "Series").

The Parties agree as follows:

1. WYCC (owned and operated by the City Colleges of Chicago) agrees to be the "presenting" station for the thirteen (13) new episodes of Series and a series of 10-15 Travel Tips with Brad Thor fillers, with a to be determined length. WYCC shall broadcast Series and fillers locally and distribute Series and fillers via American Program Service (unless the Parties hereto decide and agree upon using a different distributor) for broadcast and exhibition on public broadcasting stations within the United States, its territories and possessions for unlimited releases during a three (3) year period beginning with the initial release of Series to WYCC in January, 1999. WYCC shall have the right to be the exclusive local public television broadcaster of Series and fillers.
2. Thor Entertainment shall consult with WYCC during the planning, production, and post production of Series and fillers to ensure public television standards. Each Party shall keep the other Party fully and promptly informed of all events and matters affecting or relating to this Agreement and its subsequent addenda, and shall, without delay, give all relevant information and cooperation reasonably requested by the other Party.
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5. The Parties hereto agree to cooperate in developing publicity, promotion, and related materials for Series release and ongoing promotion.

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6. The Parties realize that Thor Entertainment has secured an exclusive national underwriter for Series which is Rail Europe, for five hundred thousand dollars (\$500,000) which shall be paid to the City Colleges of Chicago Foundation for the production of the series and the station presentation costs. It is understood by the Parties that for its efforts as outlined herein, WYCC shall be entitled to a presentation fee of twelve thousand five hundred dollars (\$12,500) in the above mentioned national underwriting funding raised for Series. WYCC shall also be entitled to retain any and all funding raised from local underwriting of the series within the WYCC market, provided said local underwriter is not a direct competitor of Series' national underwriter nor any of Series' major in-kind service providers. Thor Entertainment shall be paid the balance of any and all national underwriting funds raised for Series. WYCC shall not retain management fees, participation, nor other fees from Series other than the twelve thousand five hundred dollars (\$12,500) mentioned above and any local underwriting funding raised by WYCC as mentioned above. Upon receipt of national funding for Series from Series national underwriter, WYCC shall immediately notify Thor Entertainment. WYCC shall be invoiced by Thor Entertainment and shall instruct the City Colleges of Chicago Foundation to pay Thor Entertainment the full amount of national underwriting monies received for its production fees including all equipment and personnel expenses not to exceed \$500,000 (minus any payment of the above mentioned \$12,500) within thirty (30) days of invoice. Neither WYCC nor the City Colleges of Chicago Foundation shall have any further liability for the funds, once dispersed. All production underwriting monies due Thor Entertainment for Series shall be made payable to Thor Entertainment's production company, Drawing Productions, Inc.

7. The credits of Series shall indicate that it is a production of Drawing Productions, Inc. A Thor Entertainment Company in association with WYCC-TV. WYCC to provide Thor Entertainment with video of the WYCC logo.

8. All intellectual property rights in and to Series and fillers, including copyrights, shall be owned by Thor Entertainment. Thor Entertainment shall be the owner of all ancillary rights to Series and fillers.

9. Thor Entertainment warrants and represents that the material which it creates for Series and fillers will be its own and original work or fully cleared by Thor Entertainment by license or for otherwise for use in broadcast or in the public domain and will not be copied in whole or in part from any other work, and the material will not infringe upon or violate the artistic, literary, dramatic, copyright, trademark or other rights of any person, firm, or corporation.

10. WYCC agrees to include Thor Entertainment as a beneficiary for this project only, at no cost to Thor Entertainment, under WYCC's broadcasters liability insurance (Errors and Omissions).

11. Neither Party shall be deemed to be a representative, agent or employee of the other Party for any purpose whatsoever unless a separate agreement is drawn up outlining all specific duties, responsibilities, and compensation schedules/packages

12. Neither Party shall have the right, nor shall any Party hold itself out as having the authority or right to assume create, or undertake any obligation of any kind whatsoever, outside of those rights and obligations outlined herein, expressed or implied, on behalf, or in the name of, the other Party, without the expressed written consent of the other Party.

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13. Thor agrees to indemnify and hold harmless WYCC and the City Colleges of Chicago Foundation, officers, trustees, and each of their successors in interests from or against any and all liabilities, damages and claims (including attorney's fees and court costs). WYCC and the City Colleges of Chicago Foundation agrees in concert to indemnify and hold harmless Thor Entertainment, its officers, trustees and each of their successors in interests for negligence or failure of WYCC or its employees to perform its obligations under this agreement.

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- f. If any provision of this Agreement is held to be invalid, the remainder shall remain in full force and effect.

IN WITNESS HEREOF, The Parties hereto have caused this Agreement to be duly executed on the day and year first written above

Thor Entertainment, Inc

By Brad Thor

Name BRAD THOR

Title President

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

WYCC-TV (City Colleges of Chicago)

By [Signature] SEP 3

Name: _____

Title: CHAIRMAN OF THE BOARD

APPROVED AS TO LEGAL FORM
<u>[Signature]</u>
GENERAL COUNSEL

[Signature]
ASSISTANT BOARD SECRETARY

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Name: BRAD THOR

Title: President

Board of Trustees of Community College
District No. 508, County of Cook and
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WYCC-TV (City Colleges of Chicago)

By: [Signature] SEP 3

Name: _____

Title: CHAIRMAN OF THE BOARD

APPROVED AS TO LEGAL FORM

[Signature]
GENERAL COUNSEL

ASSISTANT BOARD SECRETARY

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- d. The Parties hereby represent and warrant to each other that their execution of this Agreement and performance of their obligations hereunder does not breach The Parties' respective organizational documents or any court order or contractual obligation to which either is a party or by which either is bound which would have a material adverse effect on The Parties ability to perform hereunder.
- e. Neither of The Parties hereto shall be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such Party, including without limitation, fire, flood, strike and other industrial disturbance, failure of raw material vendors, failure of transport, accident, war, riot, insurrection, act of God, or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such a cause.
- f. If any provision of this Agreement is held to be invalid, the remainder shall remain in full force and effect.

IN WITNESS HEREOF, The Parties hereto have caused this Agreement to be duly executed on the day and year first written above.

Thor Entertainment, Inc

By Brad Thor

Name: Brad Thor

Title: President

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

WYCC-TV (City Colleges of Chicago)

By: [Signature] SEP 3

Name: _____

Title: **CHAIRMAN OF THE BOARD**

[Signature]
ASSISTANT BOARD SECRETARY

<p>APPROVED AS TO LEGAL FORM</p> <p><u>[Signature]</u></p> <p>GENERAL COUNSEL</p>

B.T.

THOR ENTERTAINMENT/WYCC-TV Presenting Station Agreement

This Agreement, dated August __, 1998, is made between Thor Entertainment, Inc., hereinafter "Thor Entertainment", an Illinois corporation with principal offices located at 400 N. Michigan Avenue, Suite 510, Chicago, IL 60611 and The City Colleges of Chicago (WYCC-TV Channel 20) hereinafter "WYCC", an Illinois 501(c)(3) corporation with principal offices located at 226 W. Jackson Street, Chicago, IL 60601.

This agreement concerns the production of the Season II episodes of the public television series entitled TRAVELING LITE™ (hereinafter referred to as "Series").

The Parties agree as follows:

1. WYCC (owned and operated by the City Colleges of Chicago) agrees to be the "presenting" station for the thirteen (13) new episodes of Series and a series of 10-15 Travel Tips with Brad Thor fillers, with a to be determined length. WYCC shall broadcast Series and fillers locally and distribute Series and fillers via American Program Service (unless the Parties hereto decide and agree upon using a different distributor) for broadcast and exhibition on public broadcasting stations within the United States, its territories and possessions for unlimited releases during a three (3) year period beginning with the initial release of Series to WYCC in January, 1999. WYCC shall have the right to be the exclusive local public television broadcaster of Series and fillers.
2. Thor Entertainment shall consult with WYCC during the planning, production, and post production of Series and fillers to ensure public television standards. Each Party shall keep the other Party fully and promptly informed of all events and matters affecting or relating to this Agreement and its subsequent addenda, and shall, without delay, give all relevant information and cooperation reasonably requested by the other Party.
3. Thor Entertainment agrees to produce Series in conformity with the production budget of five hundred thousand dollars (\$500,000). Fiscal Accountability to underwriter shall be the sole responsibility of Thor Entertainment.
4. WYCC agrees to broadcast Series and fillers and to release them for national distribution via American Program Service (unless the Parties hereto decide and agree upon using a different distributor) to public television stations. WYCC shall be responsible for technical evaluations and submission of distribution paperwork. Thor Entertainment will deliver two (2) final broadcast master copies of each episode and the fillers to WYCC on 1 inch tape, for delivery to distributor. WYCC shall exercise its reasonable best efforts to assure the widest station carriage and viewer ship possible, as well as exercising its reasonable best efforts to help Series secure the most favorable time slots. WYCC
5. The Parties hereto agree to cooperate in developing publicity, promotion, and related materials for Series release and ongoing promotion.

B.T.

6. The Parties realize that Thor Entertainment has secured an exclusive national underwriter for Series which is Rail Europe, for five hundred thousand dollars (\$500,000) which shall be paid to the City Colleges of Chicago Foundation for the production of the series and the station presentation costs. It is understood by the Parties that for its efforts as outlined herein, WYCC shall be entitled to a presentation fee of twelve thousand five hundred dollars (\$12,500) in the above mentioned national underwriting funding raised for Series. WYCC shall also be entitled to retain any and all funding raised from local underwriting of the series within the WYCC market, provided said local underwriter is not a direct competitor of Series' national underwriter nor any of Series' major in-kind service providers. Thor Entertainment shall be paid the balance of any and all national underwriting funds raised for Series. WYCC shall not retain management fees, participation, nor other fees from Series other than the twelve thousand five hundred dollars (\$12,500) mentioned above and any local underwriting funding raised by WYCC as mentioned above. Upon receipt of national funding for Series from Series national underwriter, WYCC shall immediately notify Thor Entertainment. WYCC shall be invoiced by Thor Entertainment and shall instruct the City Colleges of Chicago Foundation to pay Thor Entertainment the full amount of national underwriting monies received for its production fees including all equipment and personnel expenses not to exceed \$500,000 (minus any payment of the above mentioned \$12,500) within thirty (30) days of invoice. Neither WYCC nor the City Colleges of Chicago Foundation shall have any further liability for the funds, once dispersed. All production underwriting monies due Thor Entertainment for Series shall be made payable to Thor Entertainment's production company, Drawing Productions, Inc.

7. The credits of Series shall indicate that it is a production of Drawing Productions, Inc. A Thor Entertainment Company in association with WYCC-TV. WYCC to provide Thor Entertainment with video of the WYCC logo.

8. All intellectual property rights in and to Series and fillers, including copyrights, shall be owned by Thor Entertainment. Thor Entertainment shall be the owner of all ancillary rights to Series and fillers.

9. Thor Entertainment warrants and represents that the material which it creates for Series and fillers will be its own and original work or fully cleared by Thor Entertainment by license or for otherwise for use in broadcast or in the public domain and will not be copied in whole or in part from any other work, and the material will not infringe upon or violate the artistic, literary, dramatic, copyright, trademark or other rights of any person, firm, or corporation.

10 WYCC agrees to include Thor Entertainment as a beneficiary for this project only, at no cost to Thor Entertainment, under WYCC's broadcasters liability insurance (Errors and Omissions).

11. Neither Party shall be deemed to be a representative, agent or employee of the other Party for any purpose whatsoever unless a separate agreement is drawn up outlining all specific duties, responsibilities, and compensation schedules/packages

12. Neither Party shall have the right, nor shall any Party hold itself out as having the authority or right to assume create, or undertake any obligation of any kind whatsoever, outside of those rights and obligations outlined herein, expressed or implied, on behalf, or in the name of, the other Party, without the expressed written consent of the other Party.

B.T.

13. Thor agrees to indemnify and hold harmless WYCC and the City Colleges of Chicago Foundation, officers, trustees, and each of their successors in interests from or against any and all liabilities, damages and claims (including attorney's fees and court costs). WYCC and the City Colleges of Chicago Foundation agrees in concert to indemnify and hold harmless Thor Entertainment, its officers, trustees and each of their successors in interests for negligence or failure of WYCC or its employees to perform its obligations under this agreement.

14. The sole remedy for breach of any provision of this Agreement shall be binding arbitration by a duly appointed board of arbitrators and in Chicago, Illinois, subsequent to the laws thereto, and in no event shall either Party seek, or be entitled to, injunctive or other equitable relief by reason of breach or threatened breach of this Agreement.

15. Miscellaneous items

- a. This agreement shall be interpreted under the laws of the State of Illinois.
- b. The agreement contains the entire Agreement between The Parties and supersedes any prior or contemporaneous oral or written agreements, commitments, understanding, or communications with respect to the subject matter hereof. No subsequent modification to this Agreement shall be binding upon The Parties, unless set forth in writing and signed by an authorized official of the Party sought to be bound thereby.
- c. Neither Party may assign its rights or responsibilities under this Agreement without the prior written consent of the other Party.
- d. The Parties hereby represent and warrant to each other that their execution of this Agreement and performance of their obligations hereunder does not breach The Parties' respective organizational documents or any court order or contractual obligation to which either is a party or by which either is bound which would have a material adverse effect on The Parties ability to perform hereunder.
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IN WITNESS HEREOF, The Parties hereto have caused this Agreement to be duly executed on the day and year first written above

Thor Entertainment, Inc

By [Signature]

Name Brian Thor

Title President

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

WYCC-TV (City Colleges of Chicago)

By [Signature] SEP 3

Name _____

Title CHAIRMAN OF THE BOARD

APPROVED AS TO LEGAL FORM

[Signature]
GENERAL COUNSEL
ASSISTANT BOARD SECRETARY

B.T.

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B.V.

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Thor Entertainment, Inc

By [Signature]

Name: Brian Thor

Title: President

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

WYCC-TV (City Colleges of Chicago)

By [Signature] SEP 3

Name _____

Title: CHAIRMAN OF THE BOARD

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL

[Signature]
ASSISTANT BOARD SECRETARY

B.T.