

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASELL POLIOLEFINE ITALIA S.p.A.	11/05/2002
RECEIVING PARTY DATA	
Name:	Crompton Corporation
Street Address:	199 Benson Road
City:	Middlebury
State/Country:	CONNECTICUT
Postal Code:	06749
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6800694
Patent Number:	6777484
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-573-2042
Email:	christine.konans@chemtura.com
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ATTORNEY DOCKET NUMBER:	BLUEBERRY
NAME OF SUBMITTER:	Christine Konans
Total Attachments: 13 source=BASELL PATENT TRANSFER AGREEMENT#page1.tif source=BASELL PATENT TRANSFER AGREEMENT#page2.tif source=BASELL PATENT TRANSFER AGREEMENT#page3.tif	

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## PATENT TRANSFER AGREEMENT

This Agreement is made by and between:

**BASELL POLIOLEFINE ITALIA S.p.A.**, a company incorporated under the laws of Italy and having its registered office at Via Pergolesi 25, 20124 Milano, Italy (hereinafter referred to as "BASELL");

and

**CROMPTON CORPORATION**, a company incorporated under the laws of the State of Delaware, U.S.A. and having its registered office at One American Lane, Greenwich, Connecticut 06831, U.S.A. (hereinafter referred to as "CROMPTON");

### RECITALS

- A. BASELL owns or controls, directly or indirectly through Basell USA Inc., a Basell group company having its registered office at 2801 Centerville Road, Wilmington, Delaware 19808-1652 (hereinafter referred to as "BASELL USA"), certain intellectual property rights related to peroxide process modified olefin copolymer products produced by the Peroxide Process, as hereinafter defined, including modified Propylene Polymer, as hereinafter defined, products marketed under the trademark *Interloy*, to speciality compounded materials based on *Interloy* Products (as hereinafter defined) and marketed under the trademark *Hivalloy* (the *Hivalloy* Materials, as hereinafter defined) and to a Foamed Ionomer Polymer (as hereinafter defined).
- B. BASELL USA and CROMPTON are negotiating an agreement pursuant to which CROMPTON will acquire certain assets of the *Interloy* Products business (the "*Interloy* Products Business") and *Hivalloy* Materials business (the "*Hivalloy* Materials Business").
- C. In connection with that agreement, BASELL is willing to transfer, assign, license or otherwise make available to CROMPTON, as the case requires, the aforesaid intellectual property rights to the extent they relate to the *Interloy* Products Business and to the *Hivalloy* Materials Business, and CROMPTON is willing to accept assignment of or to take a license of such intellectual property rights at the terms and conditions set forth hereinafter.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

### CLAUSE 1 – DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“Agreement” means this agreement, together with all appendices thereto.

“Affiliate” means any entity in which Basell N.V. has, directly or indirectly, more than a fifty percent (50%) equity interest.

“Business” means the *Interloy* Products Business and the *Hivalloy* Materials Business jointly.

“Copyright” means the unregistered copyrights listed in Appendix IV.

“Customer” means any person or entity that purchases an *Interloy* Product made by or for CROMPTON.

“Effective Date” means the date on which this Agreement has been signed by the Parties.

“Foamed Ionomer Polymer” means a foamed ionomer polymer having metal ions from Group IA, IIA or IIB of the Periodic Table and a crystalline or semicrystalline graft copolymer having a homo or random copolymer of propylene as the backbone polymer with graft chains from monomer(s) containing at least one functional group of a carboxylic group or a derivative thereof.

“General Patent Rights” means the patents and patent applications as listed in Appendix I, together with any divisions, continuations, continuations-in-part or reissues thereof, and any subsequent filings in any country claiming priority therefrom, to the extent they have at least one claim covering all or part of the *Interloy* Products or *Hivalloy* Materials.

“Hivalloy Materials” means a composition consisting essentially of:

- a. at least one grafted Propylene Polymer produced by Peroxide Process graft-polymerization of i) non-homopolymerizable vinyl monomer, or ii) homo- or co-polymerizable vinyl monomer(s), or iii) a combination of i) or ii) onto a Propylene Polymer backbone, wherein the amount of grafted non-homopolymerizable vinyl monomer i) is 0.1 to 10 wt% and the amount of polymerized vinyl monomer content is at least 5 wt %, which graft polymer is melt-blended with
- b. at least one other material such as other polymers, fillers, pigments and additives except for those conventional stabilisers present during the production of the grafted Propylene Polymer or the production of the Propylene Polymer,

excluding any subsequent treatment of an *Interloy* Product by a melt process with any material or additive to form an ionomer or a Foamed Ionomer Polymer.

"Hivalloy Materials Business" and "Interloy Products Business" shall have the meanings set forth in the Recitals of this Agreement.

"Interloy Products" means, individually and collectively, the Peroxide Process and all products produced therefrom.

"Know-How" means all technical know-how, data and information relating to the *Interloy Products* and the *Hivalloy Materials*, legally owned by or under the control of BASELL and which is at the time of the Effective Date in the possession of BASELL USA in the form of documents, technical reports and technical data packages.

Notwithstanding the foregoing, Know-How shall not include know-how, data or information which has been received from a third party subject to conditions which prohibit its disclosure to CROMPTON or which is subject to other legal restrictions.

"Other Patent Rights" means the patents and patent applications as listed in Appendix III together with any divisions, continuations, continuations-in-part or reissues thereof, and any subsequent filings in any country claiming priority therefrom, to the extent they have at least one claim covering all or part of a Foamed Ionomer Polymer.

"Parties or Party" means as the context requires, both or each of CROMPTON and BASELL.

"Olefin Polymer" means a polymer of an aliphatic alpha-olefin alone or together with one or more other aliphatic alpha-olefins.

"PC License Agreement" means the Propylene Compound License Agreement by and between BASELL and Alloy Polymers, Inc. dated 20 January 2002.

"Peroxide Process" means the batch, non-melt process for producing a grafted Olefin Polymer by peroxide-initiated (or any other organic free-radical graft polymerization initiator-initiated) graft-polymerization of a) non-homopolymerizable vinyl monomers, i.e., vinyl monomers which are not readily homopolymerizable under conventional conditions, or b) homo- or copolymerizable vinyl monomer(s), or a combination of both a) and b) onto a Olefin Polymer backbone, including the continuous process for producing a grafted Olefin Polymer by peroxide-initiated graft polymerization of a), b) or both disclosed in certain General Patent Rights.

"Propylene Polymer" means a polymer of propylene alone or together with one or more aliphatic alpha-olefins having at least eighty percent (80%) by weight polymerized propylene monomer.

“Specific Patent Rights” means the patents and patent applications as listed in Appendix II, together with any divisions, continuations, continuations-in-part or reissues thereof, and any subsequent filings in any country claiming priority therefrom.

- 1.2 The headings contained in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 1.3 Except where and to the extent that a contrary intention otherwise appears, words importing the singular number include the plural number and vice-versa and words importing any gender include all other genders.
- 1.4 References to Clauses and Appendices are references to clauses and appendices of this Agreement, unless otherwise indicated.

## **CLAUSE 2 – PATENT RIGHTS AND COPYRIGHT**

- 2.1 With effect from the Effective Date, BASELL hereby agrees to assign and assigns to CROMPTON all right, title and interest of BASELL in and to the Specific Patent Rights and the Copyright.
- 2.2 With effect from the Effective Date, BASELL grants to CROMPTON an irrevocable, exclusive, worldwide, royalty-free license, with the right to grant sub-licenses, to practice the inventions covered by the General Patent Rights, in each case for the full life thereof, in the manufacture, sale or use of *Interloy* Products and *Hivalloy* Materials, including research and development in support thereof.
  - 2.2.1 Crompton hereby grants back to BASELL an irrevocable, non-exclusive, worldwide, royalty-free license, extendable to Affiliates, but with no other right to extend or sublicense, to practice the inventions under the General Patent Rights, in each case for the full life hereof, to manufacture using the Peroxide Process for its own internal use (but not to sell or have sold) maleic anhydride grafted Olefin Polymers containing from 0.1 to 10 weight percent maleic anhydride.
  - 2.2.2 Except as expressly set forth herein, BASELL and its Affiliates have no other rights to practice the inventions covered by the General Patent Rights in the manufacture, sale or use of *Interloy* Products and *Hivalloy* Materials.
- 2.3 With effect from the Effective Date, BASELL grants to CROMPTON an irrevocable, non-exclusive royalty-free license, extendable to Customers, but with no other right to extend or sublicense, to practice the inventions under the Other Patent Rights, for the full life thereof, in the manufacture, sale or use of Foamed Ionomer Polymer.

2.4 Responsibility for the further filing, prosecution and maintenance of the Specific Patent Rights shall pass to CROMPTON on the Effective Date. Promptly after the Effective Date, BASELL shall notify the attorneys and/or agents who act for BASELL in relation to the Specific Patent Rights that the Specific Patent Rights have been transferred to CROMPTON, and that from the Effective Date such attorneys and agents are to take their instructions from CROMPTON and charge all fees and costs for filing, prosecution, maintaining, defending and enforcing the Specific Patent Rights to CROMPTON. Such attorneys and agents shall be requested promptly to send an invoice to BASELL for their fees in respect of services rendered up to the Effective Date in relation to the Specific Patent Rights. BASELL shall pay for all such services identified as being rendered prior to the Effective Date. Case files relating to the Specific Patent Rights will be transferred to CROMPTON as soon as practicable after the Effective Date.

2.5 BASELL shall from the Effective Date diligently prosecute and maintain the General Patent Rights under which licenses are granted to CROMPTON pursuant to this Agreement. CROMPTON shall reimburse BASELL fifty percent (50%) of the cost for the prosecution and maintenance of the General Patent Rights, provided however that should CROMPTON not wish to pay the costs of prosecution or pay the maintenance fees for any application or patent included in the General Patent Rights, it shall inform BASELL in writing and shall be released from the obligation to reimburse such costs under this Clause 2.5 thirty (30) days after such notice and the rights in Clause 2.2 shall at the same time become non-exclusive with respect to such applications and patents.

BASELL shall not, whether by act or omission, permit any of the General Patent Rights to lapse or be abandoned without first giving CROMPTON a reasonable advanced written notice of its intentions, in order that CROMPTON will have sufficient time if it wishes to take assignment of the General Patent Right in question and assume responsibility at its own expense for the further prosecution or maintenance of such General Patent Right. In such a case, CROMPTON grants back to BASELL an irrevocable, royalty-free license, with the right to sub-license, under the General Patent Right in question outside the field of the Business.

2.6 The Parties shall establish channels for communication and consultation between their respective patent advisors in order to implement the provisions of this Agreement properly and with a view to the interests of both Parties.

2.7 CROMPTON shall be responsible for and shall bear all expenses, including but not limited to official fees and stamp duties, associated with recordal at the relevant patent or other government offices of the license or transfer to CROMPTON hereunder of the Specific Patent Rights. The Parties shall co-operate in the recordal of such transfer or license by executing any required documents.

- 2.8 All assignments and licenses under this Clause are subject to the rights of third parties existing at the Effective Date and, where applicable, to the rights of third parties deriving from the PC License Agreement. In particular, CROMPTON acknowledges the obligations under Paragraph 3.3. of the PC License Agreement.
- 2.9 No intellectual property right and intangible asset which is not expressly included in this Agreement is assigned or licensed hereunder.
- 2.10 Each party shall promptly notify the other party, in writing, of any alleged patent infringement under the General Patent Rights relating to the manufacture, use and/or sale of Interloy Products or Hivalloy Materials or both ("Infringement") of which it becomes aware.
- 2.10.1 BASELL may bring an action for an Infringement and may defend against any counterclaim of invalidity or any declaratory judgment action brought by a third party for non-Infringement or invalidity. BASELL shall have the right to bring suit for such Infringement and to join CROMPTON as a party plaintiff or to use CROMPTON's name, if required by the law, at BASELL's sole cost and expense and with counsel of its own selection. CROMPTON shall cooperate with BASELL, at BASELL's expense, in all reasonable respects in the prosecution and/or defense of such action including, without limitation, making its relevant employees available to testify and providing all relevant documents, records, papers, information, samples, specimens and the like, as reasonably requested by BASELL provided there is a suitable protective agreement in place to cover CROMPTON's confidential information in those jurisdictions where it is possible to put such an agreement in place. BASELL may settle any such action at its own expense and through its own counsel, subject to the approval of CROMPTON if they have been joined as a party plaintiff in such action, which approval shall not be unreasonably withheld or delayed. Any recovery of damages by BASELL, whether by settlement or judgement, from such actions shall be the sole property of BASELL.
- 2.10.2 If BASELL does not, within ninety (90) days of notice from CROMPTON of an Infringement, decide to bring such an action for Infringement and/or act to defend against any such counterclaim or declaratory judgment action, CROMPTON shall have the right to bring suit for such Infringement and to join BASELL as a party plaintiff or to use BASELL's name, if required by law, at CROMPTON's sole cost and expense and with counsel of its own selection. BASELL shall cooperate with CROMPTON, at CROMPTON's expense, in all reasonable respects in the prosecution or defense of such action including, without limitation, making its relevant employees available to testify and providing all relevant documents, records, papers, information, samples, specimens and the like, as reasonably requested by CROMPTON provided there is a suitable protective agreement in place to cover BASELL's confidential information in those jurisdictions where it is possible to put such an agreement in place. CROMPTON may settle any such action at its own expense and



through its own counsel, subject to the approval of BASELL, which approval shall not be unreasonably withheld or delayed. Any recovery of damages by CROMPTON, whether by settlement or by judgment, from such actions shall be the sole property of CROMPTON.

### CLAUSE 3 – PC LICENSE AGREEMENT

- 3.1 Contemporaneously with the Effective Date, BASELL will assign, and CROMPTON agrees to accept, the benefit of such rights and obligations under the PC License Agreement as they relate to the *Hivalloy* Materials Business, subject to the assumption by CROMPTON of the obligations of BASELL with respect to the *Hivalloy* Materials Business under such PC License Agreement and the further provisions of this Clause 3 provided that CROMPTON shall not assume any of BASELL's obligations under Paragraphs 12.1(c) and 12.1(d) of the PC License Agreement.
- 3.2 Notwithstanding any other provision of this Agreement, no warranty has been given or can be given that the other party to the PC License Agreement will agree to the assignment thereof in favor of CROMPTON. However, if any consent, approval or waiver of any entity, other than an affiliate of the Basell group, who is not a party to this Agreement is required for the transfer to CROMPTON of any of the rights and obligations under the PC License Agreement, then:
- (a) this Agreement shall not constitute a transfer or attempted transfer of such PC License Agreement;
  - (b) the transfer of such PC License Agreement shall be conditional upon the procurement and receipt of the applicable consent, approval or waiver, which CROMPTON and BASELL shall use their reasonable endeavors to obtain;
  - (c) pending any such formal assignment and the release of BASELL by the other parties thereto from any obligation or liability arising under or in respect of any of the PC License Agreement, CROMPTON shall do all such things as may be necessary to satisfy and fulfil all such liabilities and obligations of BASELL arising on and after the Effective Date relating to the *Hivalloy* Materials Business. CROMPTON shall indemnify, defend and hold BASELL harmless from and against all and any damage, loss, cost, expense and liability whatsoever, including attorneys fees and costs, which might be suffered or incurred by BASELL by reason of any failure on the part of CROMPTON to fulfil any of its obligations under this Clause;
  - (d) until such time as such consent, approval or waiver is received, BASELL shall hold the benefit of any payments received by BASELL under such PC

License Agreement in trust for CROMPTON and BASELL shall transmit such payments to CROMPTON as soon as possible after BASELL has received the same.

#### **CLAUSE 4 – KNOW-HOW**

- 4.1 BASELL shall following the Effective Date procure that BASELL USA will make available the Know-How to CROMPTON. Details as to the practical implementation of this provision shall be agreed as circumstances require following the Effective Date directly between CROMPTON and BASELL USA.
- 4.2 Subject to Section 4.1, CROMPTON shall have an irrevocable, exclusive right to use Know-How disclosed to it in any field within the Business.
- 4.3 CROMPTON undertakes that it:
  - a. shall not use any Know-How for any purpose other than in relation to its activities within the Business; and
  - b. shall not disclose any Know-How to any third party other than a third party which has a need to know it in relation to the Business, and then only on condition that such third party shall not disclose it to any other party; and
  - c. shall use all adequate means to reserve the confidentiality of the Know-How.

The foregoing obligations of confidence shall not apply to Know-How after such time as it shall have become publicly available (through no fault on the part of CROMPTON) or shall have been received by CROMPTON from a source free to disclose it (other than BASELL or an affiliate of BASELL) on terms permitting its use and disclosure.

#### **CLAUSE 5 – PAYMENTS**

- 5.1 In consideration of the assignments effected and rights and licenses granted under this Agreement, CROMPTON shall pay to BASELL the sum of \$100,000 (one hundred thousand) United States dollars, such payment to be made on the Effective Date.
- 5.2 All taxes and other governmental charges, with the exception of income taxes imposed on BASELL, imposed on the payment of fees under this Clause 5 shall be borne by CROMPTON. Such taxes or charges shall be reimbursed by CROMPTON to BASELL within 30 (thirty) days if charged or assessed directly to BASELL. In those cases where CROMPTON is required to deduct such taxes or charges from the payments of the fees then the fee to be paid by

CROMPTON under this Clause 5 shall be increased by an additional amount so that after the deduction of the taxes or charges it leaves BASELL with the full amount of fees due under this Clause 5.

- 5.3 All income taxes, if any, imposed on BASELL in the United States on the payment under this Clause 5 shall be borne by BASELL. To the extent that the tax regulations of the United States require CROMPTON to deduct the above taxes from the payment made to BASELL according to this Clause 5, CROMPTON shall deduct the relevant amount. If such amounts can be reduced in accordance with the terms of a Double Taxation Treaty between the countries of jurisdiction of BASELL and CROMPTON, then CROMPTON shall assist BASELL with the appropriate request and obtaining of certificates as to give effect to obtaining in advance the right to deduct the taxes or charges at the lower rate as specified in said Treaty. CROMPTON is required to notify BASELL at least 10 (ten) days in advance of the payment date of the type and amount of income taxes which CROMPTON intends to deduct from the relevant payments. CROMPTON will send a copy of Form 1042S to BASELL upon filing this form with the Internal Revenue Service by March of the year after payment is made.

#### **CLAUSE 6 – LIABILITY**

- 6.1 BASELL represents and warrants to CROMPTON that:
- (a) as of the Effective Date, BASELL shall be free to assign the Specific Patent Rights, to license the General Patent Rights and to make available to Know-How, in accordance with the terms and conditions of this Agreement subject to the rights of third parties deriving from the PC License Agreement;
  - (b) as of the Effective Date, all of the Specific Patent Rights have been properly registered and recorded in the name of BASELL or of a company of the Basell group, as assignee of the inventor, and that the right individuals have been recorded as inventors, and that such registrations are fully valid. BASELL has duly and promptly paid all taxes and fees in relation to the Specific Patent Rights and the General Patent Rights, where applicable;
  - (c) by the Effective Date, BASELL shall have obtained all corporate and other permissions and authorizations necessary to enter into this Agreement and that this Agreement is valid and enforceable against BASELL in accordance with its terms.
- 6.2 Save as otherwise expressly provided in this Clause, BASELL makes no representation and gives no warranty, express or implied, in this Agreement in

respect of the Specific Patent Rights, the General Patent Rights, Know-How, the PC License Agreement or otherwise.

#### CLAUSE 7 – ASSIGNMENT

Neither Party shall assign any of its rights or obligations under this Agreement to any third party, save with the prior written consent of the other Party which shall not unreasonable be withheld except that CROMPTON shall have the right to assign the Specific Patent Rights without the prior written consent of BASELL.

#### CLAUSE 8 – MISCELLANEOUS

8.1 Variation: Save as otherwise expressly provided herein no modification, amendment or waiver of any provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties.

8.2 Severability: To the extent permitted by applicable law, the validity of the remaining provisions of this Agreement shall not be affected by a decision by a court or other institution having competent jurisdiction to the effect that any provision of this Agreement is illegal, unenforceable or contrary to public policy. In the event that as a result of such decision any rights or obligations of a Party hereto are materially affected, then such Party may notify the other Party in writing that the first Party wishes mutual consultations to be held with respect thereto, and thereupon the Parties shall promptly meet and negotiate in good faith in order to arrive at an amendment of the provision of this Agreement so affected, in such manner as will most closely and accurately reflect the intents and purposes of this Agreement without causing such provision to be illegal, unenforceable or contrary to public policy.

8.3 Notices: All notices, requests, waivers, demands or other communications required or permitted to be given under this Agreement shall be in writing (including facsimile transmission communications) and shall be deemed to be duly given if delivered personally or by overnight courier, certified or registered mail, or facsimile transmission:

- (i) if to BASELL, to: Basell Poliolefine Italia S.p.A.  
Via Pergolesi 25  
20124 Milano, Italy  
Attention: IP Agreements  
Facsimile Number: +39 02 67127373
  
- (ii) if to CROMPTON, to: Crompton Corporation  
Benson Road

Middlebury, Connecticut 06749  
Attention: General Counsel  
Facsimile Number: (203) 552-2869

or, as to each Party, at such other address as shall be designated by such party in a written notice to the other Party complying with the terms of this Section 8.3.

- 8.4 Effective Date: This Agreement shall enter in force at the Effective Date or at the date in which the agreement to be concluded between BASELL USA and CROMPTON according to Recital B will enter in force, whichever is later.
- 8.5 Execution: This Agreement may be executed by facsimile signatures which shall be deemed for all purposes to be original signatures.

**CLAUSE 9 - GOVERNING LAW**

- 9.1 This Agreement shall be governed by the laws of the State of Delaware, U.S.A., without giving effect to any of the conflict of law rules thereof.

AS WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in duplicate original at the places and on the dates indicated below.

BASELL POLIOLEFINE ITALIA S.P.A.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CROMPTON CORPORATION

By Edward L Hagen

Title Edward L Hagen

Date November 5, 2002

Middlebury, Connecticut 06749  
Attention: General Counsel  
Facsimile Number: (203) 552-2869

or, as to each Party, at such other address as shall be designated by such party in a written notice to the other Party complying with the terms of this Section 8.3.

- 8.4 Effective Date: This Agreement shall enter in force at the Effective Date or at the date in which the agreement to be concluded between BASELL USA and CROMPTON according to Recital B will enter in force, whichever is later.
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BASELL POLIOLEFINE ITALIA S.P.A.

CROMPTON CORPORATION

By *Philip M. [Signature]*

By \_\_\_\_\_

Title Attorney

Title \_\_\_\_\_

Date October 29, 2002

Date \_\_\_\_\_

