

## U. S. Department of Justice

Dear	
	ets forth the terms and conditions of an agreement between the Antitrust ted States Department of Justice and in connection or other conduct violative of Section 1 of the Sherman Act,  This Agreement
is conditional and d these conditions are granted. It is furthe amnesty application	
product privilege.	AGREEMENT
	ctations: desires to report to the Antitrust Division possible not violative of the Sherman Act in the "the anticompetitive activity being reported").
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(0)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperate the Antitrust Division the following:	ien: agrees to provide full, continuing and complete cooperation to an in connection with the activity being reported, including, but not limited to,
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
<b>(b)</b>	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of security and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions saked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity, and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or eatify injured as a result of the anticompetitive activity being reported, in which participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against the for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon he Antitrust Division will bring this Agreement to the attention of other request of prosecuting offices or administrative agencies. If the Antitrust Division at any time determines has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution without limitation. Should such a prosecution be initiated, any documentary or

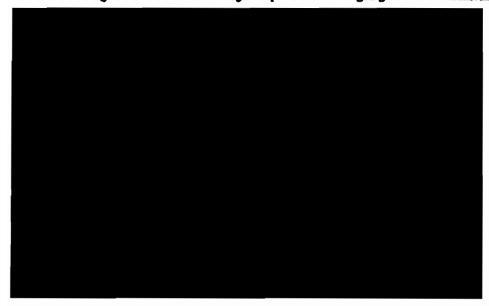
other information provided by the state of the same statements or other information provided by any current or former director, officer or employee of the state of the Antitrust Division pursuant to this Agreement, may be used against the same such prosecution.

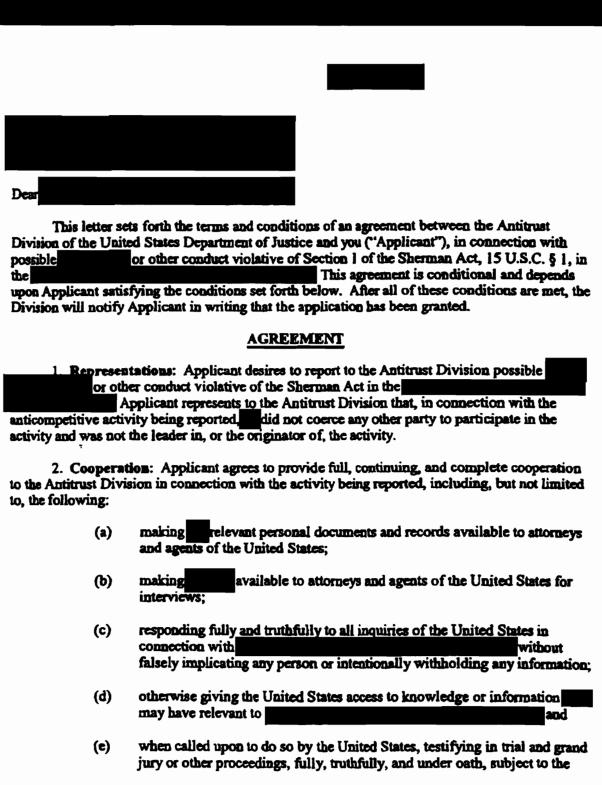
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:
  Subject to State of the Continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the Complete of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or amployee of the attention of other prosecution fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter

prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and properties of each party bereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with

- 3. Individual Lenlency: Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing, and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offense may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the Individual If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Applicant into the Individual Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information, statements, or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.
- 4. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division.





#### U. S. Departme of Justice

Antitrust Division
Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Antitrust Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.
AGREEMENT
1. Representations:  Antitrust Division possible or other conduct violative of the Sherman Act in the anticompetitive activity being reported").  represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the anticompetitive activity being reported and was not the leader in, or originator of, the anticompetitive activity being reported.
- 2. Cooperation: subsidiaries agree to provide full, continuing, and complete cooperation to the

Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:

- providing a full exposition of all facts known to subsidiaries relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of a subpoena, all documents not privileged under U.S. law or other items in the possession, custody, or control of subsidiaries requested by the Antitrust Division, to the extent not already produced;
- (d) securing the complete, candid, and truthful cooperation of which shall include, but not be limited to:
  - the voluntary provision to the Antitrust Division by of any information may have relevant to the anticompetitive activity being reported;
  - (ii) the appearance of the second of the such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division; and
  - (iii) the provision of testimony by when requested by the Antitrust Division, in grand jury, trial, or other proceedings in connection with the anticompetitive activity being reported;
- (d) using its best efforts to secure the complete, candid, and truthful cooperation of the current and former directors, officers, and employees of subsidiaries and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to the anticompetitive activity being reported;
- facilitating the ability of current and former directors, officers, and employees of subsidiaries to appear for such interviews or testimony relevant to the anticompetitive activity being reported as the Antitrust Division

	may require at the times and places designated by the Antitrust Division;
<b>(f)</b>	using its best efforts to ensure that current and former directors,
	officers, and employees of
	subsidiaries, who provide information to the Antitrust Division,
	respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial;
	asked in literviews, grand jury appearances, and at arai,
( <b>g</b> )	using its best efforts to ensure that current and former directors,
	officers, and employees of
	subsidiaries, who provide information to the Antitrust Division,
	make no attempt either falsely to protect or falsely to implicate
	any person or entity; and
(h)	making all reasonable efforts, to the satisfaction of the Antitrust
	Division, to pay restitution to any person or entity injured as a
	result of the anticompetitive activity being reported in which
	subsidiaries was a participant.
3. Corpora	te Leniency: Subject to verification of
	ations in paragraph 1 above, and subject to full, continuing,
and complete coope	eration, as described in paragraph 2 above, the Antitrust Division
agrees to accept	into Part B of the Corporate Leniency
	ned in an Antitrust Division policy statement dated August 10,
	ursuant to that policy, the Antitrust Division agrees not to bring
any criminal prose	
any act or offense	may have committed prior to the date of this letter in a anticompetitive activity being reported. The commitments in
	binding only upon the Antitrust Division, although, upon
request of	the Antitrust Division will bring this
	ttention of other prosecuting offices or administrative agencies.
	vision at any time determines that
	as violated this Agreement, this Agreement shall be void, and
	ion may revoke the conditional acceptance of
	rporate Leniency Program. Should the Antitrust Division revoke
the conditional according	the Antitrust Division may thereafter initiate a criminal
prosecution against	
	such a prosecution be initiated any documentary or other
information provide	
	ther information provided by any current or former director,
officer, or employee	

# Antitrust Division pursuant to this Agreement, may be used against subsidiaries in any such prosecution.

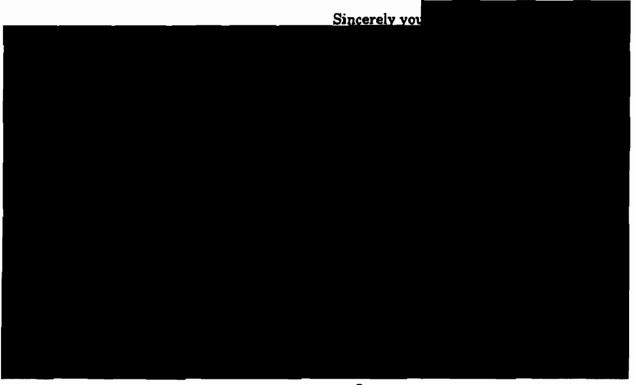
4. Non-Prosecution Protection 1	or Corporate Directors, Officers, and
Employees: Subject to	subsidiaries' full,
continuing, and complete cooperation, the	Antitrust Division agrees that current
and former directors, officers, and employ-	ees of
subsidiaries, who admit their knowledge	of, or participation in, and fully and
truthfully cooperate with the Antitrust Di	
anticompetitive activity being reported, sh	nall not be prosecuted criminally by the
Antitrust Division for any act or offense co	
employment at	subsidiaries prior to the date of this
letter in connection with the anticompetiti	ive activity being reported. Such full and
truthful cooperation shall include, but not	

- (a) making his/her relevant personal documents and records available in the United States to attorneys and agents of the United States:
- (b) making himself/herself available in the United States to attorneys and agents of the United States for interviews;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise giving the United States access to knowledge or information he/she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are	binding only upon the Antitrust Division,
although, upon the request of	the Antitrust Division will
bring this Agreement to the attention of	other prosecuting offices or administrative
agencies. In the event a current director	officer, or employee of

subsidiaries fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity, or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## U. S. Department , ustice

	Andrust Division
Dear	
	ets forth the terms and conditions of an agreement between the Antitrust ed States Department of Justice and subsidiaries.
	in connection with a possible
the Division will no that disclosures mad	This Agreement is conditional and satisfying the conditions set forth below. After all of these conditions are met, tify in writing that the application has been granted. It is further agreed to by counsel for in furtherance of the amnesty application will not of the attorney-client privilege or the work-product privilege.
	AGREEMENT
1. Representation of the content of	("the anticompetitive activity being resents to the Antitrust Division that, in connection with the anticompetitive
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperat Antitrust Division in following:	ion: agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers, and employees of the current and former directors, officers, and employees of the current and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the into the Corporate Leniency Program. Should the Antitrust conditional acceptance of Division revoke the conditional acceptance of into the Corporate Leniency Program, the

Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers, And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-

prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

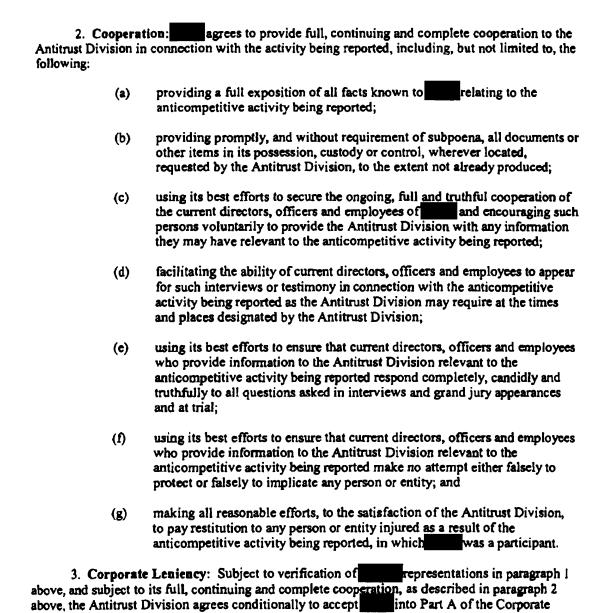
- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## U. S. Department of Justice

	Antitrust Division
Dear	
Connection with the conditions set forth writing that the appl	test forth the terms and conditions of an agreement between the Antitrust and States Department of Justice and subsidiaries in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in  This Agreement is conditional and depends upon satisfying the below. After all of these conditions are met, the Division will notify in incation has been granted. It is further agreed that disclosures made by counselince of the amnesty application will not constitute a waiver of the attorneyework-product privilege.
	AGREEMENT
1. Represen	tations; desires to report to the Antitrust Division possible duct violative of the Sherman Act arising from the
ctivity being reporte	("the anticompetitive
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
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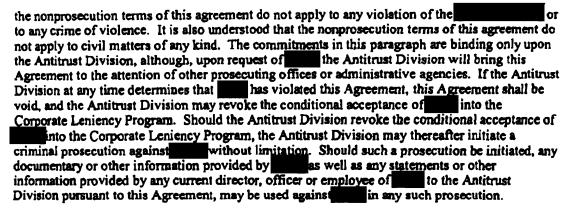


letter in connection with the anticompetitive activity being reported, with the exception that the

Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal

for any act or offense it may have committed prior to the date of this

prosecution against

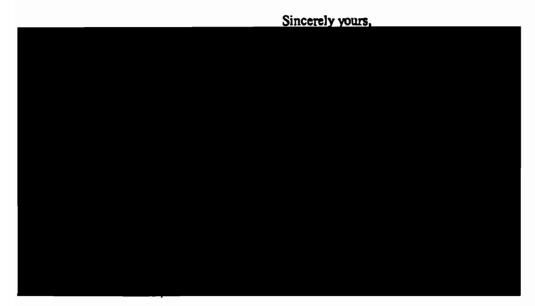


- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to provide full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported, with the exception of any violation of the or to any crime of violence. It is further understood that the nonprosecution terms of this paragraph do not apply to civil matters of any kind. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false

statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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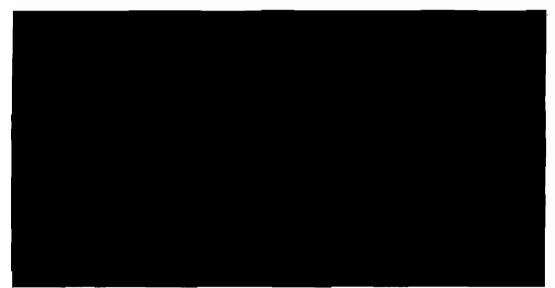




## U. S. Department of Justice

		Watter and District
Dear		
the United with possi	States D	ets forth the terms and conditions of an agreement between the Antitrust Division of epartment of Justice and your client, ("Applicant"), in connection brother conduct violative of Section 1 of the Sherman
application	This ag ter all of has been c of the a	reement is conditional and depends upon Applicant satisfying the conditions set forth these conditions are met, the Division will notify Applicant in writing that the a granted. It is further agreed that disclosures made by counsel for Applicant in mnesty application will not constitute a waiver of the attorney-client privilege or the
		AGREEMENT
reported").	Applica	or other conduct violative of the Sherman Act in the "the anticompetitive activity being ant represents to the Antitrust Division that, in connection with the anticompetitive activity being did not coerce any other party to participate in the activity and was not the ginator of, the activity.
		tion: Applicant agrees to provide full, continuing and complete cooperation to the n connection with the activity being reported, including, but not limited to, the
	(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
	(b)	making available for interviews in the United States upon the request of attorneys and agents of the United States;

- responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
- 3. Individual Leniency: Subject to verification of Applicant's representations in paragraph 1 above, and subject to Applicant's full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Applicant into the Individual Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1994 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Applicant for any act or offense may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. If the Antitrust Division at any time determines that Applicant has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of Applicant into the Individual Leniency Program. Should the Antitrust Division revoke the conditional acceptance of Applicant into the Individual Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Applicant, without limitation. Should such a prosecution be initiated, any documentary information, statements or other information provided by Applicant to the Antitrust Division pursuant to this Agreement may be used against Applicant in any such prosecution.
- 4. Eastire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Applicant, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein. The commitments in this paragraph are binding only upon the Antitrust Division.





## U.S. Department of Justice

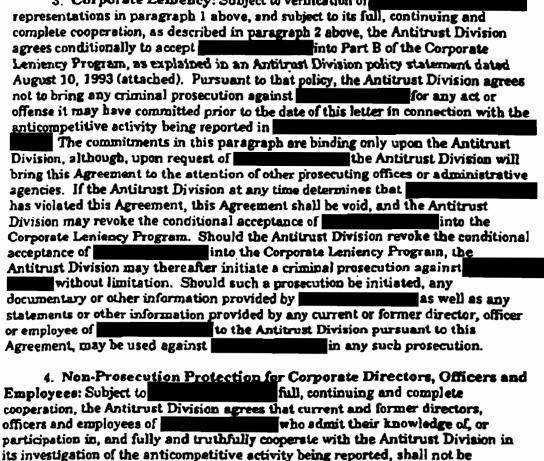
Antitrust Division

	_	
Dear		
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This letter	sets forth the terms and conditions of an agreement between the	
	n of the United States Department of Justice and	
	in connection with possible	
	conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in	
the	This agreement is conditional	
and depends upor		
	conditions are met, the Division will notify	
	application has been granted. It is further agreed that disclosures	•
made by counsel		
	e a waiver of the attorney-client privilege or the work-product	
privil <b>ege</b> .		
	AGREEMENT	
1. Represe	eptations: desires to report to the Antitrust	
Division possible	or other conduct violative of the Sherman Act	
in the	(the "anticompetitive activity	
being reported").	represents to the Antitrust Division that, in	
	ne anticompetitive activity being reported, it:	
(a)	took prompt and effective action to terminate its part in the	
	anticompetitive activity being reported upon discovery of the	
	- AT 1A	

activity; and

- (b) did not coerce any other party to participate in the anticompetitive activity being reported and was not the leader in, or originator of, the activity.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subpossession, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing complete, candid and truthful cooperation of its current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible for other conduct violative of 15 U.S.C. §. Lin. the
  - (d) facilitating the ability of its current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
  - (e) using its best efforts to ensure that its current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
  - (f) using its best efforts to ensure that its current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and

(g)	_	orts, to the satisfaction of the Antitrust n to any person or entity injured as a
	result of any	or other conduct violative
	of 15 U.S.C. § 1 in the	
	in which	was a participant.
	ste Leniency: Subject to ve	erification of



prosecuted criminally by the Antitrust Division for any act or offense committed

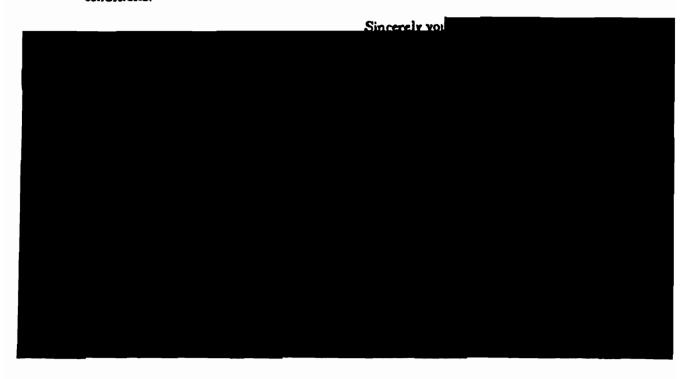
prior to the date of this letter in connection with the anticompetitive activity being reported in the Such full and truthful cooperation shall include, but not be limited to:

- (a) making his/her relevant personal documents and records available in the United States to attorneys and agents of the United States:
- (b) making himself herself available in the United States to attorneys and agents of the United States for interviews;
- c) responding fully and truthfully to all inquiries of the United
  States in connection with
  without falsely implicating any person or
  intentionally witholding any information;
- (d) otherwise voluntarily giving the United States access to knowledge or information he/she may have relevant to and
- when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and an antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Enclosure



## U. S. Department of Justice

Dear	
	er sets forth the terms and conditions of an agreement between the Antitrust Division rates Department of Justice and
	in connection with possible or other conduct
	This
	ditional and depends upon satisfying the conditions set forth below. After itions are met, the Division will notify the satisfying that the application has
	is further agreed that disclosures made by counsel for the infurtherance of the ion will not constitute a waiver of the attorney-client privilege or the work-product
	AGREEMENT
	sentations: desires to report to the Antitrust Division possible conduct violative of the Sherman Act in
	("the reported"). represents to the Antitrust Division that, in the anticompetitive activity being reported, it:
(a)	A sank manner and afficulting action to describe the most in the anti-annualistics
( <b>E</b> ,	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity, and
(в)	activity being reported upon discovery of the activity; and
(b) 2. Coope	activity being reported upon discovery of the activity, and  did not coerce any other party to participate in the activity and was not the
(b) 2. Coope the Antitrust Divi	activity being reported upon discovery of the activity, and  did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.  ration:  agrees to provide full, continuing, and complete cooperation to sion in connection with the activity being reported, including, but not limited to,

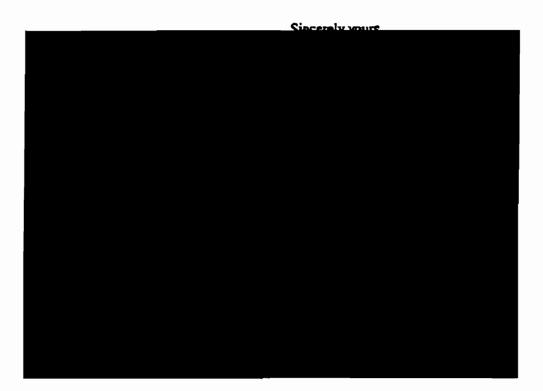
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody, or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers, and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

statements or other information provided by any current director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing, and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Ratire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





### U. S. Department of Justice

Antitrest Division
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and subsidiaries  In connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in that I This Agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney client privilege or the work product privilege.
AGREEMENT
1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sherman Act in the ("the anticompetitive activity being reported"). As used in this Agreement, except as further defined below, the term means the following
The term as used herein, does not include either of the following
represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the anticompetitive activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
  - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
  - using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported

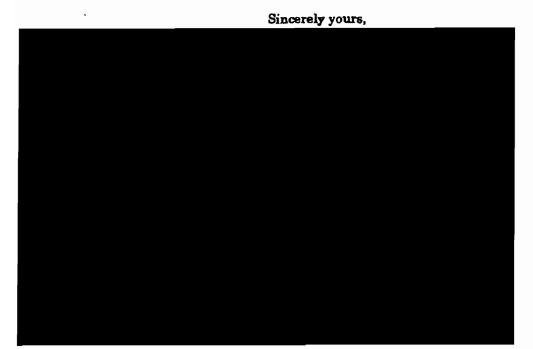
- make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.
- 4. Non-Prosecution Protection For Corporate Directors, Officers and Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;

- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





Antitrus Division

Re:

This letter sets forth the terms and conditions of an agreement between the Antitrust

Division of the United States Department of Justice and

connection with possible

or other conduct

violative of Section 1 of the Shemman Act, 15 U.S.C. § 1, in the

This agreement is

conditional and depends upon

satisfying the conditions set forth

below. After all of these conditions are mat, the Division will notify

in writing that the application has been granted. It is further agreed that disclosures made
by counsel for

constitute a watver of the attorney-client privilege or the work-product privilege.

### ACREEMENT

1. Representations:
subsidiaries
subsidiarie

- took prompt and afflictive action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not corres my other party to participate in the activity and was not the leader in, or the originator of, the articompetitive activity being reported.

- Cooperation: The provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subposess, all documents or other items in its possession, custody or control, wherever located, relevant to the enticompetitive activity being reported, as requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best ellipts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of the current and former directors, officers and employees of the Antitrust Division with any information they may have relevant to the anticompatitive activity being reported;
  - (d) facilitating the ability of correct and former directors, officers and employees to appear for such interviews or testimosay in connection with the anticompetitive activity being reported as the Austirust Division; may require at the times and places designated by the Austirust Division;
  - (e) using its best efforts to ensure that current and former directors, officers and supployees who provide information to the Antitrust Division relevant to the anticompetitive activity being repeated respond completely, candidly and trafsfully to all questions asked in interviews, and grand jury appearances and at trial;
  - (f) using its best efforts to current tend former directors, officers and employees who provide information to the Autitust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect of falsely to implicate any person or entity; and.
  - (g) making all resconship efforts, to the antisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which anticompetitive activity being reported, in which are a participant.
- 3. Corporate Lemiency: Subject to verification of program of paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Astitrust Division agrees conditionally to accept program, as coupleined in an Astitrust Division policy standard dated August 10, 1993 (attached). Program, as coupleined in an Astitrust Division agrees not to bring any criminal prosecution agrees that policy, the Antitrust Division agrees not to bring any criminal prosecution agrees to the date of this

letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting of these or administrative agencies. If the Antitrust Division at any time determines the the last violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of the last into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the last into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, my documentary or other information provided by say current or former director, officer or employee of the Antitrust Division previded by any current or former director, officer or employee of the Antitrust Division previded by the Agreement, may be used against the any such prosecution.

4. Non-Procession Protestion For Corporate Directors, Officers And Employees:
Subject to produce that continuing and complete opporation, the Antitrest Division agrees that ourset directors, officers and employees of the well as former produced who do not consult or work, and have not consulted or worked since leaving, for any produced existing in the who admit that knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of, the anticompetitive activity being reported, shall not be processed criminally by the Antitrust Division for any act or offerse committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

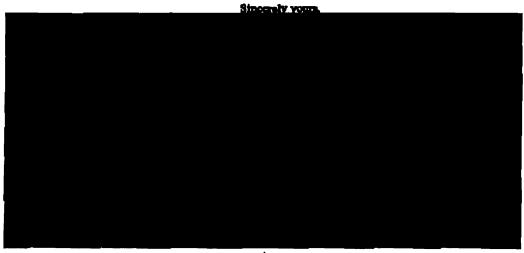
- (a) producing in the United States all documents and records, including personal documents and records, and other materials relevant to the anticompatitive activity being reported, as requested by attorneys and agents of the United States;
- (b) making himself horself available for interviews in the United States in connection with the anticompetitive activity being reported upon the request of atomeys and agents of the United states;
- (c) responding fully and tradifully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withhelding any information:
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the authoropetitive activity buing reported; and
- (e) When called upon to do so by the United States, testifying in trial and grand Jury or other proceedings in the United States, fully, truthfully, and

under oath, subject to the possition of perjury (18 U.S.C. § 1621) and making false statements or designations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the swent a current or former director, officer or employer of the finite to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leatency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leatency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division personn to this Agreement may be used against him/her in such prosecution.

- 5. Easire Agreement: This lotter constitutes the entire agreement between the Amiltonia Division and supersectes all prior understandings, if any, whether eral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antimus Division and proposed and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the sutherity and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signaturies below acknowledge acceptance of the foregoing terms and conditions.





Andust Division		
Dear		
This letter sets forth the terms and conditions of an agreement between the Antitrust  Division of the United States Department of Justice and  connection with possible  Section 1 of the Sherman Act, 15 U.S.C. § 1, in the  This Agreement is conditional and depends upon  satisfying the  conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for the in furtherance of the amnesty application will not constitute a waiver of the		
attorney-client privilege or the work-product privilege.		
AGREEMENT		
1. Representations:  desires to report to the Antitrust Division possible violative of the Sherman Act in the ("the anticompetitive activity		
being reported")		

1. Representations:	desires to report to the Antitrust Division possible			
	violative of the Sherman Act in the			
	("the anticompetitive activity			
being reported").	sents to the Antitrust Division that, in connection with the			
anticompetitive activity being reported, it:				

- took prompt and effective action to terminate its part in the anticompetitive (a) activity being reported upon discovery of the activity; and
- did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported. **(**b)

2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:				
	providing a full exposition of all facts known to relating to the anticompetitive activity being mported;			
	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;			
	using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;			
	facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;			
	using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;			
	using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and			
1	making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.			
3. Corporate Leniency: Subject to verification of representations in paragraph I above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this				
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letter in connection with the anticompetitive activity being reported. The commitments in this
paragraph are binding only upon the Antitrust Division, although, upon request of the
Antitrust Division will bring this Agreement to the attention of other prosecuting offices or
administrative agencies. If the Antitrust Division at any time determines that
this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the
conditional acceptance of the same into the Corporate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of into the Corporate Leniency Program, the
Antitrust Division may thereafter initiate a criminal prosecution against without
limitation. Should such a prosecution be initiated, any documentary or other information
provided by as well as any statements or other information provided by any current or
former director, officer or employee of the antitrust Division pursuant to this
Agreement, may be used against an any such prosecution.
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- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment a full prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18

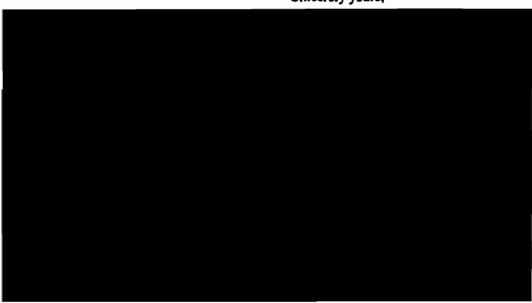
U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.







	Antitrust Division
Dear	
of the United S	er sets forth the terms and conditions of an agreement between the Antitrust Division states Department of Justice and subsidiaries (hereinafter onnection with possible or other conduct violative of Section 1 of the U.S.C. § 1.
Division will not disclosures made	
	AGREEMENT
	esentations: desires to report to the Antitrust Division possible conduct violative of the Sherman Act
	activity being reported"). represents to the Antitrust Division that, in the anticompetitive activity being reported, it:
(8	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(t	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Coope the Antitrust Div the following:	eration:agrees to provide full, continuing and complete cooperation to ision in connection with the activity being reported, including, but not limited to,
(a	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former! directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the void, and the Antitrust

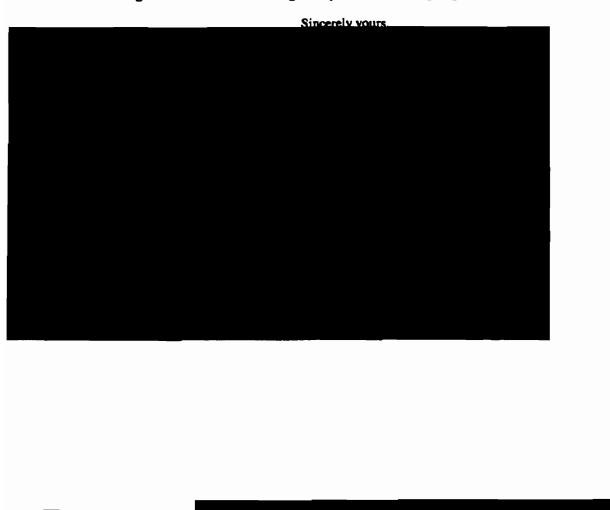
The United States retains the right to decline to extend leniency coverage to any former employee who is, or has been an executive of a non-company engaged in

Should the Antitrust Leniency Program, without lininformation provide current or former dis	the conditional acceptance of into the Corporate Leniency Program.  It Division revoke the conditional acceptance of into the Corporate the Antitrust Division may thereafter initiate a criminal prosecution against mitation. Should such a prosecution be initiated, any documentary or other ad by into the any statements or other information provided by any rector, officer or employee of into the Antitrust Division pursuant to be used against in any such prosecution.
Subject to current and former of participation in, and of the anticompetitive Division for any act the date of this letter	full, continuing and complete cooperation, the Antitrust Division agrees that lirectors, officers and employees of the who admit their knowledge of, or fully and truthfully cooperate with the Antitrust Division in its investigation activity being reported, shall not be prosecuted criminally by the Antitrust or offense committed during their period of employment at prior to in connection with the anticompetitive activity being reported. Such full and shall include, but not be limited to:
(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
(b)	making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
<b>(e</b> )	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.
the request of prosecuting offices or employee of pertains to such indiv	this paragraph are binding only upon the Antitrust Division, although, upon the Antitrust Division will bring this Agreement to the attention of other administrative agencies. In the event a current or former director, officer or fails to comply fully with his/her obligations hereunder, this Agreement as it idual shall be void, and any leniency, immunity or non-prosecution granted der this Agreement may be revoked by the Antitrust Division. Should any

leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.





### **Antitrust Division**

Re:	
This letter confirms that conditions of the Antitrust Division's Corporate Lenie Agreements between dated regarding the Therefore, hereby granted.	has met all of the ncy Policy and the Conditional Leniency and the Antitrust Division, both
Sincerely,	



product privilege.1

#### U.S. Department of Justice

Azzitrust Division

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § I in the is conditional and depends upon satisfying the conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for the infurtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-

#### AGREEMENT

1. Representations: desires to report to the Antitrust Division possible or other conduct violative of the Sheman Act among certain

("the anticompetitive activity being reported"). In connection with the anticompetitive activity being reported, represents the following:

(a) that the conduct subject to this agreement consisted of participation by subsidiaries.

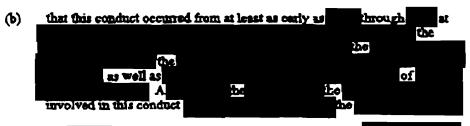
subsidiaries

by the participants, including

This amnests agreement does not encompass any conduct by

Cubriciaries

affiliate:



- part in the anticompetitive activity being reported upon discovery of the activity; and
- (d) that the second did not course any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to anticompetitive activity being reported;
  - (b) producing promptly in the United States, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced:
  - (c) using its best efforts to secure the engoing, full and trathful cooperation of the current and former directors, officers and employees of the encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division:
  - (6) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly

<sup>&</sup>lt;sup>2</sup> The Annitrust Division retains the right to decline to extend lealency coverage to any former director, officer or employee who is, or has been a director, officer or employee of a non-company engaged in the

- and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antiquest Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured in the United States as a result of the anticompetitive activity being reported, in which was a participant.
- Corporate Leniency: Subject to verification of representations in paragraph I above, and subject to its full, continuing and complete ecoperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense committed from at least as early as in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at has violated this Agreement, this Agreement shall be void, and any time determines that the Antitrust Division may revoke the conditional acceptance of the into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by the statements or other information provided by any current or former director, officer or employee of Antimust Division pursuant to this Agrooment, may be used against prosecution.
- Employees: Subject to fall, conducing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at from at least as early as in a connection with the anticompetitive activity being reported. The Antitrust Division retains the right to decline to extend lemitney coverage to any former director, officer or employee who is, or has been a full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of storneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) ~ (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in paragraph four are binding only upon the Autitrust Division, although, upon the request of the Autitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies.

In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Amittust Division and supersedes all prior understandings, if any, whether oral or written relating to the subject matter herein.
- 6. Anthority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

# The signatories below acknowledge acceptance of the foregoing terms and conditions.

## Sincerely yours,

