

Following is a redlined version of the NW Amended Affiliation Agreement. The Divisions and ASEA have been in this struggle for years. The badge/logo was originally designed by Keith Lange when PSIA asked for submissions from all the members. I'm not sure when that was exactly, late '60's or early 70's? However, it was voted on and accepted by all the divisions, NOT by a national organization, but by the group of divisions.

When PJ was part of the national office in the 80's, he redesigned it to the current pin, as well as the stationary, etc. All the divisions worked together just fine until the late 80's when the 1986 agreement was signed, as well as the decisions for the supermajority vote on the ASEA board of 7-2 to pass or make any changes....

There is more history to reason for the changes, like when Eastern withheld dues....

However, the 1986 agreement was even seen as egregious by some when it was signed. After all, didn't the divisions vote on the badge, so didn't the divisions collectively 'own' rights to it?

The Affiliation Agreement grew out of the Divisional Services Agreement and the draft Licensing Agreement. It is more than a Licensing Agreement, it does create subsidiaries under ASEA. The Amended Agreement still creates subsidiary affiliates even though it states otherwise. ASEA's own attorney insists that the divisions are indeed subsidiaries.

The issue surrounding the Affiliation Agreement, similar to the dues increase issue, are not the real issues. They are symptoms of the larger issue of the structure of the governance and relationship of divisions and ASEA. "Policy Governance" is not the solution either!

Not signing the Amended version simply means that there are three agreements governing 1986, original Affiliation Agreement and the Amended Affiliation Agreement. Clearly 3 different agreements, with more than 50% of the members still under the 1986 agreement should mean that it is time to open the discussion again with the divisions collaborating as 9, not 10, exactly what they want from their collective group.

Please first read the 1986 agreement. It was **AGREEMENT** strictly an agreement to the use of the letters 'PSIA' and the logo or badge. This agreement is written to not just replace or update that agreement, but rather to create subsidiaries or affiliates of the divisions. When a division agrees to the following statements, it implicitly establishes the superior nature status of ASEA to "grant" them their 'rights'.

THIS AGREEMENT is entered into this ____ day of _____, between the American Snowsports Education Association ("ASEA"), a Colorado non-profit corporation with its principal place of business at 133 S. Van Gordon Street, #200, Lakewood, CO 80228 and Professional Snowsports Instructors of America—Northwest Division ("NW"), an Oregon corporation with its principal place of business at: 338 N. Wenatchee Avenue, Wenatchee, WA, 98801, and shall be effective as of _____, 2014 ("Effective Date")

WHEREAS, ASEA is a ~~membership~~ organization that operates and is identified by several trademarks and service marks throughout the United States and other countries, including PROFESSIONAL SKI INSTRUCTOR OF AMERICA, PROFESSIONAL SKI INSTRUCTORS OF AMERICA™, PSIA®, AMERICAN ASSOCIATION OF SNOWBOARD INSTRUCTORS®, AASI™, CENTER LINE™, 32 DEGREES: THE JOURNAL OF PROFESSIONAL SNOWSPORTS INSTRUCTION, THE PROFESSIONAL SKIER®, THE PRO RIDER®, AMERICAN TEACHING SYSTEM®, GO WITH A PRO™, ATML® (collectively, "ASEA Marks"), and owns, uses, and licenses others to use the ASEA Marks and certain other marks, trade names, copyrights, designs and trade dress (collectively, "ASEA Properties"); and

WHEREAS, the objectives of ASEA and NW are to promote snowsports instruction by professional snowsports instructors; address problems of concern to the snowsports teaching profession; conduct promotional activities; and enhance the progress of the snowsports teaching profession; and

WHEREAS, the parties hereto have operated cooperatively for several decades to provide their respective services to instructors and snowsport schools throughout the United States; and

WHEREAS, the parties desire to formalize their historic relationship in order to ensure better communication, understanding, cooperation and efficiency to their members, the snowsports industry and the public;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, it is agreed as follows:

1. **Term**. This Agreement begins on the Effective Date and ends, unless earlier terminated under the terms of this Agreement, five years after the Effective Date ("Initial Term"). The Initial Term will renew automatically for successive one-year periods (each a "Successor Term") unless a party sends to the other party, at least 180 days before the end of the Initial Term or any Successor Term, written notice that it does not want to renew the Agreement. **See note in "Summary of Concerns" - Unilateral termination is not acceptable**

2. **Common Membership**. Except as mutually agreed by ASEA and NW, all members of NW must also maintain membership in ASEA. There are six classes of individual memberships in ASEA, which are respectively, (1) Registered members, (2) Certified Members (Certified Level I, Certified Level II, and Certified Level III), (3) Alumni Members, (4) Honorary Members, (5) Lifetime Members, (6) Affiliate Members. NW is primarily responsible for the recruitment of member instructors interested in professional education, certification training and testing. Members of NW join ASEA for additional services and benefits including, but not limited to, a license to use certain Marks and ASEA Properties for certification of instructors as established and promoted by ASEA.

3. **Rights and Responsibilities**.

What does common membership have to do with a division using marks/logos? Originally it was not possible to join the national organization until they were full cert/level 3. It should be allowed for people to only join the division without having to also join ASEA.

3.1. **Rights and Responsibilities of ASEA**. In addition to the benefits set forth in Schedule 1, ASEA agrees it shall:

3.1.1. Grant to NW a limited, non-exclusive, revocable license to use ASEA-provided ASEA Marks or ASEA Properties during the Term and in compliance with the use standards provided by ASEA to NW.

This puts the total control of the standards to use the marks/logos in ASEA's control. The marks/logos could

3.1.2. Provide to NW, when necessary, the then current use standards of the ASEA Marks or the ASEA Properties (Standards) for NW's ASEA-pre-approved uses during the Term. *then be used by ASEA as a method of enforcement of any standard they choose.*

3.1.3. Promptly review each of NW's proposed uses of the ASEA Marks or ASEA Properties ("Proposed Uses") and provide NW with comments or written approval of those Proposed Uses, not to be unreasonably withheld. If ASEA does not notify NW that ASEA disapproves of a Proposed Use within ten (10) business days after receiving that Proposed Use, NW may assume that ASEA approves that Proposed Use.

Certification has always been under the jurisdiction of the Divisions. This is ASEA trying to exercise control of it. 3.1.4. Coordinate the collaboration of Divisions to set and uphold all certification and credentialing standards ("National Standards"). NW will collaborate with ASEA in the promulgation, maintenance and enhancement of National Standards relative to certification, specialty programs, credentialing, and education of instructors for all disciplines. NW is solely responsible for developing the format and process to educate and examine to the National Standards.

Adherence to the National Standards is not required and should be not be required! It should remain voluntary.

3.1.5. Provide snowsport educational programs, which may include national teams, limited national education events, and publications *What does this have to do with use of Marks and Logos. All of these are overreaching.*

3.1.6. Coordinate regular meetings with NW leadership.

Again, meetings, publications, etc. are not Marks/logos

3.1.7. Publish and distribute to members a magazine or other publications.

3.1.8. Establish and maintain industry sponsorships/partnerships with equipment manufacturers and others interested in the snowsports industry. ASEA encourages NW to pursue sponsor or advertising relationships within the geographic area of NW or its Members. *The divisions should not need ASEA permission to run their businesses in any way.*

3.1.9. Establish and maintain a website. ASEA shall also make available to NW an "Affiliate website template" that offers basic Web site functionality and is consistent with ASEA's design and branding guidelines. If NW elects to use this template, it will be required to enter into an agreement with ASEA and adhere to site management requirements established by ASEA and supplied to NW. If NW elects to develop and maintain its Web site on its own, it will be required to adhere to ASEA the then current Standards for use of the marks.

Website is another example of over-reaching Marks/Logos. Divisions are independent, not "Affiliates".

3.1.10. Develop and maintain a working relationship with international associations and bodies dedicated to the advancement of skiing and snowboarding. ASEA shall be exclusively responsible for all such relationships. *We do need a national presence internationally, however, this is another example that this agreement is beyond a marks/logos agreement. It IS what is says, an Affiliation Agreement*

3.1.11. Provide the opportunity to purchase through ASEA general liability insurance for NW. If NW elects not to purchase such insurance, it must provide evidence of general liability insurance coverage to ASEA. ASEA must provide evidence of general liability insurance coverage to NW.

which which puts the divisions into a subsidiary /affiliated position - per ASEA's own attorney!

3.1.12. Comply with all applicable laws, regulations and other requirements which affect its operations. ASEA has obtained and will continue to maintain at its own expense all permits, licenses, tax-exempt status, corporate filings and other governmental approvals that may be required.

This protects ASEA's independence. National was originally the 9 divisions working together, now ASEA is the 10th entity and turning the 9 into affiliates². It is no longer there to serve the 9, but rather to control and direct the 9 as this agreement states. As much as they deny this, this is what they are actually DOING!

3.2. **Rights and Responsibilities of NW**. NW agrees it shall:

This whole section states how a division will comply with what ASEA says it will do in the previous section and that is ASEA will control the use of the properties. ASEA will then be able to use the properties as a method of controlling compliance by the division.

3.2.1. Use the ASEA Marks and the ASEA Properties in the current Standards or as ASEA pre-approves in writing.

3.2.2. Send each Proposed Use to ASEA for pre-approval.

See "Summary of Concerns" - Unrealistic and unacceptable.

3.2.3. Reproduce the ASEA Marks or ASEA Properties only on ASEA-approved Proposed Uses, in compliance with the then-current Standards, and only within the United States unless approved by ASEA consistent with section 3.1.3 of the Agreement.

3.2.4. Notify ASEA when NW becomes aware of infringement of an ASEA Mark or ASEA Property, and assist ASEA to protect, in ASEA's sole discretion and at ASEA's cost, the infringed ASEA Mark or ASEA Property. Who owns the properties? ASEA as it claims or joint ownership. They were created jointly, not by ASEA alone...

3.2.5. Acknowledge that: a) ASEA owns exclusively the ASEA Marks and ASEA Properties; b) NW will not attack the validity or ownership of the ASEA Marks and ASEA Properties; c) NW does not acquire any rights in the ASEA Marks and ASEA Properties other than as specifically provided in this Agreement; and d) NW's use of the ASEA Marks and ASEA Properties inures to the benefit of ASEA.

3.2.6. Have the right to establish, fund and conduct educational events within the geographic area described in paragraph 5 and Schedule 2 and for member schools.

Here ASEA is the superior/governing entity granting permission to the subsidiary to operate. This is backwards.

3.2.7. Have the right to provide certification training and certification examinations within the geographic area described in paragraph 5 and for member schools, pursuant to the National Standards adopted and published by ASEA with input from its Divisions; Again, a division is meant to be an independent entity, not a subsidiary that requires permission from the 'mothership' to operate.

3.2.8. Be responsible for all training clinics as well as examinations designed for educational credit or certification consistent with section 3.1.4 and 3.2.7 of this Agreement. ASEA will not engage in or offer local training clinics as well as examinations designed for educational credit or certification, without the prior written consent of NW. ASEA shall be responsible for national education or leadership events such as the PSIA National Academy, AASI Rider Rally, Examiner's College and Fall Team Workshops."

3.2.9. Provide services and adequate resources to coordinate educational and certification events, develop and distribute educational literature and materials, respond timely to membership questions and needs and communicate timely and effectively with members of NW and ASEA;

3.2.10. Have the right to select and train clinicians and examiners to staff educational events and administer certification examinations at Levels I, II and III within the geographic area described in paragraph 5 and for member schools; Again, the division is independent and has these 'rights', there is no need for them to agree with ASEA that they how they will conduct their business.

3.2.11. Have the right to develop educational materials, specialty programs and maintain one or more technical teams to develop and enhance snowsport techniques and teaching and promote the value of professional instruction to the public in accordance with the National Standards adopted by ASEA and the license to use the ASEA Marks and Properties;

3.2.12. Comply with all applicable laws, regulations and other requirements which affect its operations. NW has obtained and will continue to maintain at its own expense all permits, licenses, tax-exempt status, corporate filings and other governmental approvals that may be required.

ASEA wants the divisions to be financially independent, yet still be governed by ASEA rules as affiliates.

4. **Dues.** Prior to raising the membership dues of either **ASEA** or **NW**, the parties agree that they will consult with one another about the amount and timing of any anticipated increase at least 180 days prior to the announcement of such increase. The party raising dues will provide to the other party appropriate information related to the proposal to facilitate the consultation process. During that period, the parties shall explore the impact of the proposed dues increase in order to ameliorate any perceived adverse consequences to either. Notwithstanding the duty to confer, the ultimate authority to set the amount of dues, and their due date, rests solely with the individual entity.

This is an interesting one. The divisions were informed of the proposed dues increase after the last ASEA meeting, along with the deficit budget. Now the survey coming out gives the members a chance to choose between \$3 and \$8 as the increase, not \$0.

5. **Geographic Area.**

5.1. **NW** provides on snow educational training, certification training and examination, specialty training and written educational materials to snowsport instructors and snowsports schools located in the states of Oregon, Washington and the following ZIP Codes in northern Idaho:

From	To	
83501	- 83529	See "Summary of Concerns" document. Issue is a dispute over geographical area between PSIA-NW and PSIA-NI
83533	- 83538	
83540	- 83541	
83543	- 83546	
83548	- 83548	
83553	- 83553	
83555	- 83600	
83800	- 83877	

Maps depicting these zip codes are included in Schedule 3

NW shall not solicit member schools outside the geographic area, however if a school decides to become a member school of **NW** and it is located outside of the geographic area it shall have the right to do so. Geographic area disputes shall be resolved by the Divisions involved.

6. **Other Services.**

6.1. **NW** pays no dues to **ASEA**. But **ASEA** is requiring all **NW** members to... it would be maybe better if no members paid dues to **ASEA**, but only the divisions.....

6.2. **ASEA** may provide services beyond those provided for in this Agreement at fair market value to a participating Division. **ASEA** wants to grow their business, expand their sphere of influence and have more divisions rely on them.

7. **Relationship of Parties.**

7.1. Notwithstanding any understanding or representation prior to the date of this agreement to the contrary, it is agreed that **ASEA** and **NW** are separate corporate entities in all respects.

Separate, yet divisions are affiliates and controlled by **ASEA**'s dictates through the use of the marks/logos.

7.2. Nothing in this Agreement shall be construed or interpreted to make **ASEA** or **NW** partners or members of a joint venture, or to make one an agent or representative of the other, or to afford any rights to any third party other than as expressly provided herein. Neither is authorized to bind the other to any contract, agreement or understanding.

By disclaiming what the agreement establishes, does not disclaim it. Nonsense.

7.3. **ASEA** and **NW** acknowledge that they have not represented to each other nor will they receive or derive any specific amount of revenue from the other party.

Without the members of the divisions paying **ASEA** dues, there would be no **ASEA**...

8. **Termination and Post-Termination.**

8.1. Except as otherwise expressly stated in this Agreement, this Agreement terminates when:

8.1.1. The parties mutually agree to terminate the Agreement; or

8.1.2. A legal authority determines that the Agreement violates a regulation or law and the parties mutually agree that they cannot amend the Agreement to comply with that regulation or law; or

8.1.3. Either party: a) defaults in an obligation under this Agreement and fails to cure that default within sixty (60) days of receiving a default notice from the non-defaulting party; b) ceases to do business; c) is dissolved, adjudged insolvent or declares or is forced into bankruptcy, receivership, liquidation or composition for the benefit of creditors; d) assigns this Agreement for the benefit of creditors; e) assigns its obligations under this Agreement, in whole or part, to a third party without the prior written consent of the other party; f) is involved in a crime or offense that the other party believes is likely to have an adverse effect on them; or g) misuses or infringes the other party's intellectual properties.

8.2. The parties shall have sixty (60) days after a notice of termination and the resolution of any arbitration relating to such termination, if any, to wind up the affairs between them.

8.3. Upon the termination or expiration of this Agreement, **NW** will immediately cease to use of any of the **ASEA** Marks or **ASEA** Properties.

9. **Arbitration.** In the event of a dispute arising out of or in connection with this Agreement, both parties shall negotiate in good faith in an effort to resolve the dispute amicably. In the event the parties are unable to resolve the dispute through negotiation within sixty (60) calendar days after written notification by one party to the other as to the existence and nature of such dispute (or such longer period as the parties may agree), they agree to submit the dispute to binding arbitration. Upon the expiration of the informal resolution period, any claim or dispute of any nature between the parties hereto arising directly or indirectly from the relationship created by this Agreement shall be resolved in a location determined by the non-complaining party and before a neutral arbitrator selected by the non-complaining party. The disputing parties shall share the cost of the arbitrator equally. The decision of the arbitrator(s) shall be final and binding upon both parties. Judgment of the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This section will not prevent a party from seeking equitable, injunctive or emergency relief from a court of competent jurisdiction to preserve or protect its intellectual property including, but not limited to the **ASEA** Marks and the **ASEA** Properties.

The existing Affiliation Agreement expresses similar language. No place does it give ASEA the right to dissolve, or take over, Central or any other division if their is a breach of the contractual agreement.

10. **Notice.** Any and all notices or other communication required or permitted under this Agreement shall be in writing and deemed to have been duly given if: (1) delivered by hand; (2) sent by Federal Express or other commercial overnight courier, (3) sent by fax or other electronic means, subject to confirmation receipt requested, if any addressed as follows:

If to **ASEA**:

Mark Dorsey
Executive Director and CEO
American Snowsports Education Association
133 S. Van Gordon St, Ste. 200

Lakewood, CO 80228
Fax: 303-987-9489
Email: mdorsey@thesnowpros.org

If to NW:

Name

Title

Address

Fax: _____

Email: _____

Or to such other address or addressee as shall have been communicated by notice in accordance with this Section. All such notices shall be deemed to have been received on the actual date of receipt or three (3) days after given as provided above, whichever is sooner.

11. **General Provisions.**

11.1. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject hereof and supersedes and replaces any and all prior agreements, understandings, promises and representations, oral or written, made by either party to the other concerning the subject matter hereof. This Agreement may only be amended or modified in a writing duly executed by representatives of both parties.

11.2. **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, by either party except with the prior written consent of the other. If either party assigns this Agreement, this Agreement's provisions will be binding on and inure to the benefit of the parties to this Agreement and each party's respective successors and assigns.

11.3. **Governing Law.** This Agreement shall be construed and interpreted under the laws of the State of Colorado.

11.4. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid by any arbitrator or a court of competent jurisdiction, such provision shall be interpreted so as to best accomplish the objectives of such provision and the remainder of this Agreement shall remain valid.

11.5. **Waiver.** No delay or failure of either Party to exercise any right under this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Parties' right to exercise such right or to demand strict compliance with any terms hereof. Waiver by either Party of any particular default of the other Party shall not affect or impair the Parties' rights with respect to any subsequent default of the same, similar or a different nature.

11.6. **Disclosure.** The parties will ensure that when entering into a new contract with each other provisions are contained within the contract terms and conditions which allow for the new contract to be available to other Divisions.

11.7. **Force Majeure.** A party will not be liable to the other should its performance under this Agreement be prevented, restricted or interfered with by reason of any circumstance or event beyond the reasonable control of the party affected; provided, the party so affected uses its best efforts to continue, resume or substantially resume performance promptly on the end of the circumstance or event preventing performance.

11.8. **Execution in Counterparts** This Agreement may be signed in counterparts, and all such counterparts taken together will constitute one and the same instrument.

11.9. Mutual Indemnification and Damage Limitation.

11.9.1. Each party (“Indemnifying Party”) will indemnify and defend the other party, and its respective officers, directors, employees, agents, heirs, successors in interest, and Divisional entities (each an “Indemnified Party”) from and against any and all liabilities, losses, damages, and claims that may be incurred or suffered by one or more Indemnified Parties arising out of third party claims related to the Indemnifying Party’s a) obligations under this Agreement; b) material breach of this Agreement; or c) untrue representations and warranties in this Agreement, unless such liability, loss, damage, claim or expense is attributable to the Indemnified Party’s gross negligence or willful misconduct. This Section survives Agreement termination.

11.9.2. Neither party will be liable to the other for incidental, consequential or punitive damages, including, loss of profit, loss of business or business opportunity, unless such loss or liability results from the other party’s intentional conduct.

The parties, intending to be legally bound, sign this Agreement below

AMERICAN SNOWSPORTS EDUCATION ASSOCIATION

By _____
Its Chairman

Date _____

PROFESSIONAL SNOWSPORTS INSTRUCTORS OF AMERICA—NORTHWEST DIVISION

By _____
Its President

Date _____

SCHEDULE 1

A Partial List of Benefits Available to ASEA Members

- Promotion of national and NW membership **PSIA was formed to promote the sport to the public, not membership**
- Promotion of snowsports instruction and certification **Certification was always under the jurisdiction of Divisions, not national**
- Educational programs, resources and events
- Promotion of credentialing programs **Certificate programs, by definition, require central governance.**
- Web site **Website was part of the Services Agreement**
- Member Publications
- Member purchase opportunities (i.e. member catalog, promotional and professional offers)
- International credentials as appropriate and available

ASEA has been trying for years to get control of certification. This agreement promotes that.

Schedule 2

The Divisional associations affiliated with the American Snowsports Education Association, therefore PSIA and AASI, are as follows:

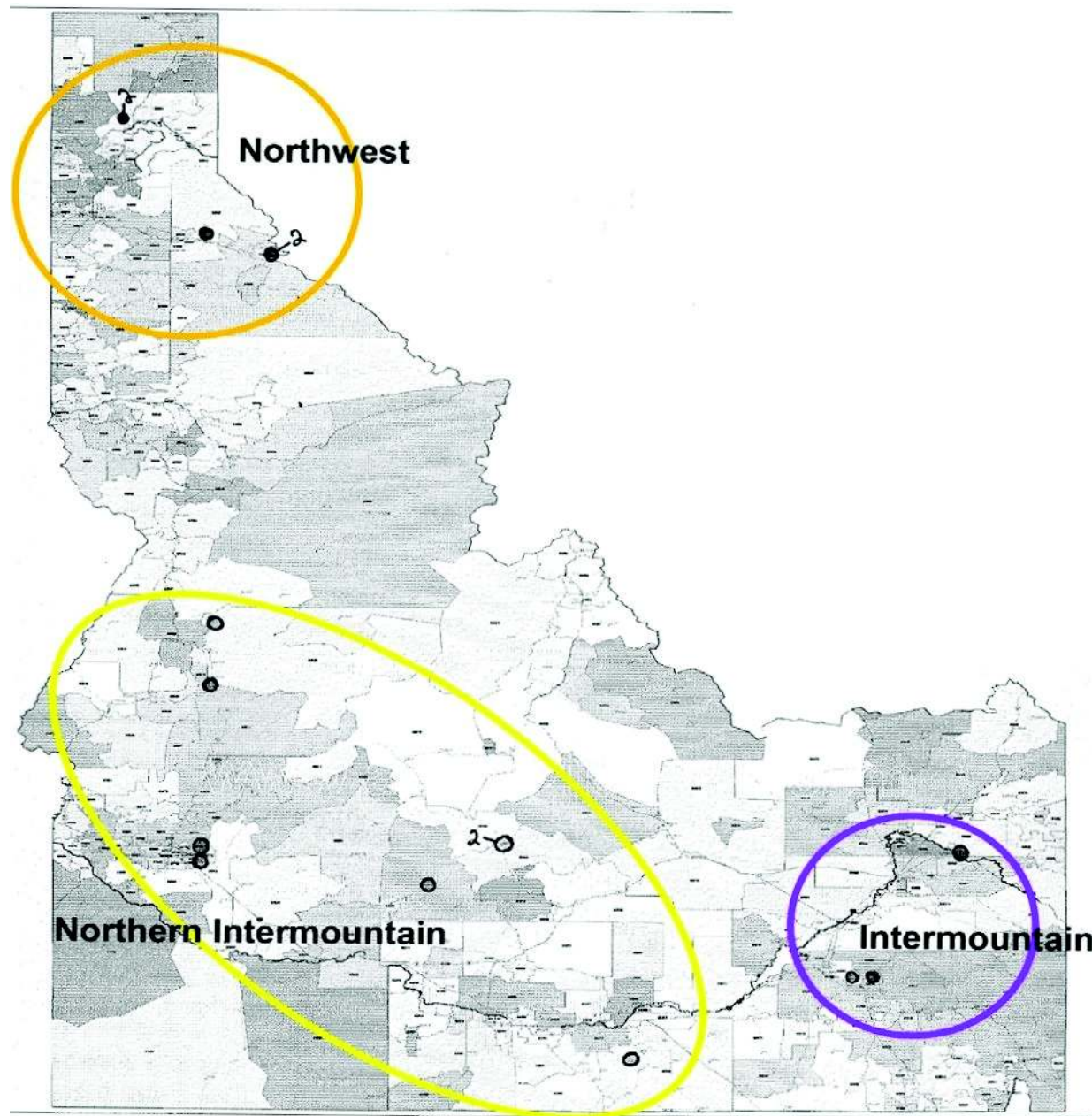
Alaska Division (PSIA- AASI Alaska)
 Central Division (PSIA- AASI Central)
 Eastern Division (PSIA- AASI Eastern)
 Intermountain Division (PSIA- AASI Intermountain)
 Northern Intermountain Division (PSIA- AASI Northern Intermountain)
 Northern Rocky Mountain Division (PSIA- AASI Northern Rocky Mountain)
 Northwest Division (PSIA- NW)
 Rocky Mountain Division (PSIA- AASI Rocky Mountain)
 Western Division (PSIA- AASI Western)

Misleading Statement - Intermountain, Eastern and Rocky Mountain have not ever signed any affiliation agreement. They are still under the 1986 agreement.

Schedule 3

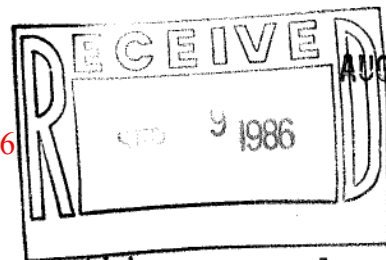
Idaho Zip Code Map





ASEA claims that the Affiliation Agreement is designed as a licensing agreement to replace the 1986 agreement. The 1986 agreement is ONLY about the letters PSIA and the badge/logo.

AGREEMENT



This AGREEMENT is entered into as of this _____ day of _____, 1986, between Professional Ski Instructors of America, Inc., a Minnesota Corporation referred to herein as PSIA, and PSIA-Rocky Mountain Corporation, referred to herein as the Division.

1. RECITALS:

This agreement is made in consideration of the following facts:

1. PSIA has established a property right in its corporate name, the letters PSIA, and in its logo or badge, a copy of which is attached hereto as exhibit "A".

2. PSIA has registered the letters PSIA and said badge as trademarks with the United States Patent Office.

3. The Division is a geographic divisional association affiliated with PSIA, as referred to in Article III of the By-Laws of PSIA.

4. The Division currently uses the letters PSIA in its name, and in its logo for identification purposes, and the badge as a membership insignia and certification designation, and is desirous of continuing to so use the letters and badge.

IN CONSIDERATION of the above Recitals and the terms and conditions contained herein, the parties agree as follows:

I. AUTHORIZATION OR AUTHORITY

A. PSIA hereby authorizes the Division to incorporate the letters PSIA into its name and to use said letters and the badge and other logos referred to above for identification. PSIA further authorizes Division to use the badge as a membership insignia and certification designation, and agrees to sell badges to the Division upon such terms as the parties may agree from time to time, as well as other items with the badge symbolized thereon as may be sold from time to time.

B. PSIA will be the sole licensor of said letters and badge, and shall at all times retain approval of any use of the letters and badges by Division or any other Divisions. PSIA will actively promote the name, logo, and badge within the ski industry on a national basis.

II. OBLIGATIONS OF DIVISION:

A. Said letters and badge will be used only as herein authorized or otherwise approved in writing by PSIA.

B. Division will not permit any third parties to exercise any rights with respect to the letters PSIA and badge as granted herein without prior written approval from PSIA.

C. Division will not claim any right, title or interest in or to PSIA's name, letters or badge other than as granted in this agreement, nor will it directly or indirectly deny, or contest the exclusive ownership of PSIA in and to the same.

III. TERMINATION:

This agreement shall continue indefinitely until the Division terminates its status as a regional association of the PSIA, or until terminated for breach by the Division if it fails to cure its breach for thirty (30) days after receiving written notice thereof. Upon termination, Division agrees that it will immediately discontinue all use of the letters and badge.

IV. NON-WAIVER:

A failure by either party to exercise any right hereunder shall not constitute a continuing waiver of any right to enforce or terminate this agreement.

V. If any provision of this agreement shall be construed by a court of law to be invalid or illegal, that construction shall not affect the legality or validity of any other provisions hereof. Any illegal or invalid provisions shall be deemed stricken and deleted, but all other provisions shall continue.

VI. ENFORCEMENT:

Any right or interest granted or recognized by this agreement shall be enforceable in a court of law having jurisdiction over either or both parties. In the event of any such legal action, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

DATED: Aug 31, 1986

PSIA

BY: [Signature]
Agent duly authorized by
Board of Directors

BY: [Signature]
Agent duly authorized by
Division