

**AMENDMENT TO
LICENSE AGREEMENT**

This Amendment is entered into as of April 1, 2015 (the "**Amendment Effective Date**") by and between EBSCO, Inc. (the "**Publisher**") and Simon Fraser University (the "**Agent**"), as agent for the Members of the Electronic Health Library of BC (the "**Consortium**"). Capitalized terms used herein without being defined have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, the Publisher and 2 BC Academic Health Counsel, as agent for the Consortium ("**BCAHC**"), entered into a License Agreement dated as of April 1, 2012 (the "**Agreement**"), pursuant to which the Publisher licensed the Licensed Materials for use by Authorized Users;

WHEREAS, pursuant to a letter agreement between the Publisher and the Agent dated April 12, 2013 the Publisher consented to the Agent's assumption of BCAHC's rights and obligations under the Agreement effective as of April 30, 2013;

WHEREAS, the Agreement expired by its terms on March 31, 2015; and

WHEREAS, the Publisher and the Agent wish to extend the term of the Agreement for three additional years.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.3 of the Agreement is amended and restated in its entirety to read as follows:

"Subject to the Publisher's right to offer the Licensed Materials under this Agreement, this Agreement shall commence as of the date of this Agreement and shall terminate automatically on March 31, 2018 unless previously terminated in accordance with the terms of this Agreement."

2. Except as provided herein, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the Amendment Effective Date.

EBSCO Information Services
10 Estes Street
Ipswich, MA 01938
U.S.A

**SIMON FRASER UNIVERSITY, AS AGENT
FOR THE MEMBERS OF THE ELECTRONIC
HEALTH LIBRARY OF BC**

LICENSE AGREEMENT BETWEEN EBSCO PUBLISHING AND BC
ACADEMIC HEALTH COUNCIL AS AGENT FOR THE ELECTRONIC
LIBRARY OF BRITISH COLUMBIA (E-HLBC)

THIS LICENSE AGREEMENT IS DATED FOR REFERENCE the 1st day of April, 2012

BETWEEN

EBSCO Industries Inc. of 70 McGriskin Road, Scarborough Ontario, Canada M1S 4S5 (the
“Publisher”)

and

BC Academic Health Council (the “Agent”), as agent for the Members of the **Electronic Health Library of BC (e-HLbc)** of 201-1847 West Broadway, Vancouver, BC, Canada, V6J 1Y6 (the “Consortium”)

WHEREAS the Publisher holds or administers the rights granted under this Agreement,

AND WHEREAS the Publisher desires to grant to Members of the Consortium the License to use such rights for the Fee, subject to the terms and conditions of this Agreement,

AND WHEREAS the British Columbia Academic Health Council acts as the Consortium’s Agent in negotiating and administering this Agreement on behalf of the Consortium,

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

Agent The BC Academic Health Council acts on the Consortium’s behalf.

Authorized Users Each Member and each employee, including faculty, health care providers, policy makers, researchers, of the Member (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Member, who are permitted to access the Secure Network from within the Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users’ offices and homes, halls of residence and student dormitories) and who have been issued by the Member with a password or other authentication and such other users as are identified on Schedule 1.

Commercial Use Use of the Licensed Materials for the purposes of monetary reward (whether by or for the Consortium, or Authorized Users or Walk-in Users) by means of sale, resale, loan, transfer, hire or other form of exploitation. For the avoidance of doubt, neither recovery of direct costs exclusive of the Fee by any Member from Authorized Users or Walk-in Users, nor use by the Consortium, or Authorized Users or Walk-in Users of the Licensed Materials in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be registered with the

Member as a Walk-in User, is deemed to constitute Commercial Use.

Course Packs	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by a Member for use by its students in a class for the purposes of instruction.
Database	The electronic items as set out in Schedule 3 including textual, numerical and statistical data; indexes, abstracts and other metadata; graphics; images; linking data; and any other data which the Publisher has the right to license, or to which access is provided by the Publisher, pursuant to the terms of this Agreement, as may be supplemented or modified from time to time by or on behalf of the Publisher but subject to the terms of this Agreement.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Consortium or by a Member for use by its students in connection with specific courses of instruction offered by a Member to its students.
Fee	Means the fees payable by the Member under this Agreement.
Member	A university, other educational institution, health authority, health agency, professional association or research organization that is a member or authorized user of the Consortium and listed in Schedules 1 and/or 3, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement.
Publisher's Representative	A third party appointed from time to time by the Publisher to act on the Publisher's behalf who undertakes any or all of the Publisher's obligations under this Agreement, as agreed between the Publisher and the Publisher's Representative.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users and Walk-in Users approved by a Member whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Member.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Usage Data	Anonymous usage data collected from Authorized Users and Walk-in Users.
Walk-in Users	Individuals other than Authorized Users, whom a Member has permitted to have occasional access to the Secure Network at a computer workstation physically located on the Member's Premises.

2. GRANT OF LICENSE

- 2.1 The Publisher hereby grants to the Consortium and the Members the non-exclusive and non-transferable right to permit Authorized Users and Walk-in Users, wherever located, to access the Licensed Materials via a Secure Network for the purposes of research, teaching, private study, and administrative use associated with the normal practices and activities of the Consortium and the Members, subject to the terms and conditions of this Agreement.
- 2.2 This Agreement shall commence as of the date of this Agreement and shall terminate automatically on March 31, 2015 unless previously terminated in accordance with the terms of this Agreement.

3. USAGE RIGHTS

- 3.1 Members, subject to Section 6 below, may:
- 3.1.1 Make such local electronic copies of part of the Licensed Materials by means of caching as may be necessary solely to ensure efficient use of such materials by Authorized Users and Walk-in Users;
 - 3.1.2 Permit Authorized Users and Walk-in Users to have access to the Licensed Materials including an integrated author, article title and keyword index of Licensed Material, from the Server via the Secure Network;
 - 3.1.3 Provide single printed or electronic copies of single articles to individual Authorized Users; and
 - 3.1.4 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users.
- 3.2 The Members may permit Authorized Users and Walk-in Users, subject to clause 6 below:
- 3.2.1 Search, view, retrieve and display the Licensed Materials;
 - 3.2.2 Electronically save parts of the Licensed Materials for personal use;
 - 3.2.3 Print single copies of parts of the Licensed Materials; and
 - 3.2.4 Distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users; for the avoidance of doubt, this Section 3.2.4 shall include the right of a Member to distribution of copies for teaching purposes to all individual student Authorized Users in a class at a Member.
- 3.3 Nothing in this Agreement shall in any way limit the ability of the Consortium, Authorized Users and Walk-in Users to engage in or conduct any activity that would not constitute copyright infringement under Canadian copyright laws.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 Members, subject to clause 6 below, may supply to a library of a non-Member (whether by post, fax or secure transmission, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 Members, subject to Section 6 below, may incorporate parts of the Licensed Materials Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Member when they are no longer used for such purpose. Course packs are not permitted unless Licensee receives permission from the publishers directly. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution unless such use is prohibited by the publisher in the copyright statement within the individual record.

The Harvard Business Review specifically forbids Electronic Reserve.

6. PROHIBITED USES

- 6.1 The Members will not and will use reasonable efforts to prevent Authorized users and Walk-in Users:
- 6.1.1 removing or altering the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
 - 6.1.2 using any software such as webcrawlers, or any other means to systemically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose.
 - 6.1.3 mounting or distributing any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web without the prior written consent of the Publisher or except pursuant to any separate agreement as the Publisher and a Member may enter into.
- 6.2 The Publisher's explicit written permission must be obtained in order to:
- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use.
 - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than, Authorized Users, except as permitted under clause 4.1.
 - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement.
 - 6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Agreement, to Authorized User and Walk-in Users. For the avoidance of doubt, no alteration of the words or their order or of the copyright or other notices or disclaimers is permitted.

7. PUBLISHER'S WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

- 7.1 The Publisher warrants to the Consortium and the Members that the Licensed Materials used in accordance with this Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person.
- 7.2 The Publisher warrants to the Consortium and the Members that it has the right and power to grant the license to access and use the Licensed Materials as provided for in this

Agreement.

- 7.3 The Publisher shall indemnify, defend and hold the Agent, the Consortium and the Members harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Consortium or any of its Members claiming infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply to claims by Publishers arising from acts of the Members in violation of this Agreement.
- 7.4 The Publisher warrants to the Consortium that the total non-scheduled downtime directly attributable to the Server, the Publisher's local network, and/or the Publisher's Internet Service Provider supporting the Licensed Material will cumulatively amount to less than 12 hours during the periods of 6:30 am through 8:00 pm Vancouver Time, Monday through Friday, in any given calendar month.
- 7.5 Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Material, merchantability or fitness of use for a particular purpose. The Licensed Material is supplied 'as is'.
- 7.7 Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this Agreement shall in no circumstances exceed the Fee paid by the Consortium to the Publisher under this Agreement in respect of the term of this Agreement during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8. PUBLISHER'S COVENANTS

- 8.1 The Publisher shall:
- 8.1.1 make the Licensed Materials available to the Members from the Server in the media, format and time schedule specified in Schedule 3. The Publisher will notify the Consortium at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the change renders the Licensed Materials less useful in a material respect to the Consortium and the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under clause 12.1.2;
- 8.1.2 use reasonable efforts to make available the electronic copy of each journal issue in the Licensed Materials not later than the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons;
- 8.1.3 provide the Consortium, within 30 days of receipt of information from the Consortium as per clause 10.1.3, with information sufficient to enable the Consortium and Authorized Users and Walk-in Users to access the Licensed Materials.
- 8.1.4 use reasonable efforts to ensure that the Server has adequate capacity and bandwidth to support the usage by the Members, Authorized Users and Walk-in Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement;

- 8.1.5 use reasonable efforts to ensure that Licensed Materials will be accessible and inter-operable with prevailing Web browsers (currently Internet Explorer, Chrome and Firefox) including at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Server will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to inter-operate with the Server and be able to access, retrieve and display the Licensed Materials;
- 8.1.6 use reasonable efforts to make the Licensed Materials available to the Consortium and Authorized Users at all times and on a twenty-four hour (24) basis, save for routine maintenance but only at such times as demand for access to Licensed Materials is relatively low (which shall be notified to the Members at least 24-48 hours in advance whenever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Server, the Publisher's local network.
- 8.2 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Members of such withdrawal. If the withdrawal represents more than 10 per cent (10%) of the book, journal or other publication in which it appeared, the Publisher shall refund to the Members that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period. If the withdrawal of any part of the Licensed Materials results in the Licensed Materials being no longer useful to the Members, the Members may within thirty days of such notice treat such changes as a breach of this Agreement under Sections 12.1.2 and 12. 5.
- 8.3 The Publisher shall collect and compile accurate Usage Data;
- 8.4 The Publisher shall disclose to the Consortium such Usage Data relating to the Consortium as the Consortium may request, provided that the disclosure of such data fully protects the anonymity of individual users and the confidentiality of their searches, and is not contrary to applicable privacy laws. The Publisher shall disclose to each Member such Usage Data relating to the Member as the Member may request, providing that the disclosure of such data fully protects the anonymity of individual users, the confidentiality of their searches, and is not contrary to applicable privacy laws; and
- 8.5 The Publisher shall not disclose or sell to other parties statistical usage information about the Consortium or Authorized Users or Walk-in Users without the Consortium's and the Members' permission.

9. LICENSE FEE

- 9.1 The Members shall, in consideration for the rights granted under this Agreement, pay the Fee in accordance with Schedule 4 below. For the avoidance of doubt, the Fee shall be exclusive of any applicable Canadian taxes and the Members shall be liable for any such taxes in addition to the Fee.

10. CONSORTIUM'S AND MEMBER'S UNDERTAKINGS

- 10.1 The Agent shall:
- 10.1.1 use reasonable efforts to inform the Members of the terms and conditions of this

Agreement;

- 10.1.2 in the event the Members receive information about a breach of any of the terms of this Agreement by a Member, promptly enter into discussions with the Member and use reasonable efforts to cause the Member to rectify the breach within thirty (30) days as required by Section 12.6. The Consortium shall also concurrently notify the Publisher at the same time as it enters into discussions with the Member;
 - 10.1.3 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Section 8.1.3. Should the Members make any significant change to such information, the Consortium shall notify the Publisher not less than ten (10) days before the change takes effect.
- 10.2 The Members shall:
- 10.2.1 use reasonable efforts to ensure that Authorized Users and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions that each Member imposes for failing to respect such rights;
 - 10.2.2 use reasonable efforts to notify Authorized Users and Walk-in Users of the terms and conditions of this Agreement applicable to them and to take steps to protect the Licensed Materials from unauthorized use or other breaches of this Agreement;
 - 10.2.3 use reasonable efforts to monitor compliance with the terms and conditions of this Agreement by Authorized Users and Walk-In Users, and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
 - 10.2.4 keep full and up-to-date records of all Authorized Users and their access details and provide the Consortium with details of such additions, deletions or other alterations to such records as are necessary to advise and enable the Publisher to provide Authorized Users with access to the Licensed Materials in accordance with this Agreement; and
 - 10.2.5 use reasonable efforts to ensure that only Authorized Users and Walk-in Users are permitted access to the Licensed Materials.

11. COVENANTS OF BOTH PARTIES

- 11.1 Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party.

12. TERM AND TERMINATION

- 12.1 In addition to automatic termination under Section 2.2, this Agreement shall be terminated if the Members default in making payment of the Fee as provided in this Agreement and fail to remedy such default within thirty (30) days of notification in writing by the Publisher.
- 12.2 On termination all rights and obligations of the parties automatically terminate, except as provided for in this Agreement.

- 12.3 On termination of this Agreement for cause, as specified in Section 12.1, the Consortium shall immediately cease to make available the Licensed Materials to Authorized Users and Walk-in Users.
- 12.4 On termination of this Agreement for cause, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the term of this Agreement.
- 12.5 If a Member commits a willful, material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Agent, or the Member fails to commence and diligently pursue steps to remedy the breach within thirty (30) days notice from the Publisher to the Member and the Agent, the Publisher may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Agent. Upon the giving of notice of termination, the Publisher may discontinue providing the Member access to the Licensed Materials for the remainder of the term of this Agreement.
- 12.6 The Publisher reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Publisher's intellectual property rights in the Licensed Materials or for a breach of the terms of this Agreement that threatens either the performance or security of the Server. Forthwith after suspending such access the Publisher shall issue a notice to the Member and the Agent of the breach specifying the activity of the Member that caused the breach. The Publisher shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.
- 12.7 In the event that the Publisher is in breach of its warranty set out in clause 7.4 on three separate occasions in any calendar month, the Agent, at its option and on notice to the Publisher, may extend the term of this Agreement by one full calendar month at the same Fee.
- 12.8 Notwithstanding anything contained in this Agreement, the Agent may on behalf of the Members terminate this Agreement on the anniversary of the signing of this Agreement during the Term on the giving of 30 days written notice to the Publisher.

13. GENERAL

- 13.1 This Agreement shall comprise the entire agreement between both parties concerning the subject matter of this Agreement.
- 13.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.
- 13.3 Subject to clause 13.3.1, this Agreement may not be assigned by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the Agent and the management and operation of the Server and the Publisher's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 13.3.1 It is acknowledged by the Publisher that the Agent is contracting as agent on behalf of the Consortium. Further, the Agent may assign the Agreement to a non-profit entity engaged in a similar undertaking.
- 13.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher may not assign the rights to the Licensed Materials unless this Agreement is

assumed by the assignee.

- 13.5 Any notices to be served on either of the parties or on a Member by the other shall be sent by registered mail, courier or facsimile to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.
- 13.6 Neither party's nor a Member's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.
- 13.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 13.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 13.9 If the parties disagree over an interpretation of this Agreement or whether a party or a Member is in breach of any part of this Agreement, the parties and any such Member shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation. The parties shall cooperate in good faith in pursuing mediation or such other means.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable therein.
- 13.11 The Publisher agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Consortium or a Member pursuant to this Agreement shall be brought in a court of competent jurisdiction sitting in Vancouver in the Province of British Columbia, Canada, and for that purpose the Publisher now irrevocably and unconditionally attorns and submits to the jurisdiction of such courts. The Publisher further agrees that either the Consortium or any Member may, at their sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in the Province of British Columbia, Canada or in any jurisdiction in which the Publisher is incorporated, registered or resident. In any such event, the Publisher agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including *forum non conveniens*.
- 13.11 Any party may deliver an executed copy of the signature pages of this Agreement by fax, Portable Document Format (PDF) or other form of electronic transmission. The parties acknowledge that signature pages of this Agreement sent by fax or transmitted electronically will be treated as originals, fully binding and with full legal force and effect and the Parties waive any rights to object to such treatment.
- 13.11 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all Parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

13.12 The division of this Agreement into Sections, the insertion of headings and the provision of a table of contents are for convenience only, do not form a part of this Agreement and will not be used to affect the construction or interpretation of this Agreement. Unless otherwise specified:

13.12.1 each reference in this Agreement to “Section” and “Schedule” is to a Section of, and a Schedule to, this Agreement;

13.12.1 each reference to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re enacted from time to time;

13.12.1 words importing the singular include the plural and vice versa and words importing gender include all genders;

13.12.1 references to time of day or date mean the local time or date in Vancouver, British Columbia;

13.12.1 all references to amounts of money mean lawful currency of Canada; and

13.12.1 an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with GAAP consistently applied.

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[Schedules removed for confidentiality purposes]