MUSIC THEATRE INTERNATIONAL

COVID-19 LICENSING FAQ/GUIDELINES

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970

Contract #: 9715919 Printed on: 12/11/21

COVID-19 LICENSING FAQ/GUIDELINES

Streaming Royalties

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the contract confirmation page (page 2) only enter royalties for any performances in front of a live audience. For STREAMING performances, you need not enter any amount, and should leave the line blank.

Postponements

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click <u>Submit</u>
- You will receive an email confirmation that the change request was received, and it will include a summary
 of the changes you requested

Cancellations

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Select <u>I'd Like to Cancel My Booking</u> and click <u>Submit</u>
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking <u>Booking Details</u>, and then clicking <u>My Invoice</u>.

Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

Material Returns

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.



Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract No: 9715919

Licensee:

WHEATON PARK DISTRICT C/O: MATTHEW WROBEL 1777 S BLANCHARD ST WHEATON, IL 60189-8236

TELE#: 630-510-5131 FAX: E-MAIL: mwrobel@wheatonparks.org

Contract Issue Date: 12/11/21 Contract Expiration Date: 01/22/22

Valid For Performances From:

Actual Performance Dates: 03/17/22 - 03/20/22

MTI Access Code: JAM1722749

PRODUCTION CONTRACT for JAMES AND THE GIANT PEACH JR.

CONTRACT PROVISIONS:

**** ALL PERFORMERS MUST BE *UNDER* THE AGE OF 18 ****
THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED
PERFORMANCES WITHIN AN EIGHT CALENDAR WEEK PERIOD.



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Amount Enclo	SED
SHOWKIT™ (See Additional Materials Order Form for a list of ShowKit™ contents)	
Royalty	\$ 139.00
Non-Refundable Materials Fee	\$_556.00
SHOWKIT SHIPPING (Rush Delivery available for \$85.00 in U.S.): Rush Delivery available In Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise I SALES TAX (where applicable):	\$
TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): .	•
PAYMENT	
Card Number:	AMERICAN EXPRESS Expiration Date:
Name on card:Signature:	
PURCHASE ORDERS: For schools and government agencies only, a si	
SHIPPING	31100) Laurion Lou Parlament (1211 to 2000) Pag. 11011
Shipping Address:	
(No P.O. Boxes) State/Province Note: The ShowKii™ materials will be shipped upon receipt of a signed copy of the Production Contract and the	ce: Zip/Postal Code:
Acceptance	
ShowKits™ are non-transferable With this contract you are agreeing to pro By signing below, you agree to the terms and conditions set	e and non-refundable. oduce JAMES AND THE GIANT PEACH JR. t forth in the Dramatic Performing Rights License.
Print Your Name:	Title:
Authorized Signature:	Date:
Email:	Day Phone: ()
PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SUR	

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970

Contract No: 9715919

Your ShowKit will consist of the following:

30 ACTOR'S BOOK

- 1 DIRECTOR'S GUIDE
- 1 PIANO VOCAL SCORE
- 1 CHOREOGRAPHY VIDEOS DIGITAL
- 1 DOWNLOADABLE RESOURCES AND MEDIA
- 1 GUIDE VOCAL AND PERF TRACKS DIGITAL

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract No: 9715919

Additional Materials Order Form

You can order additional materials and theatrical resources at the following rates.

ACTOR'S BOOK DIRECTOR'S GUIDE ACTOR'S BOOK DIRECTOR'S GUIDE THEATRICAL RESOURCES ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW GO ON? CUSTOMIZABLE SHOW GO ON? COSTAGE WRITE APPLICATION STORE WRITE APPLICATION STAGE WRITE APPLICATION STAGE WRITE APPLICATION STAGE WRITE APPLICATION WISTOMICANSE LOGO TEES SIX-PACK ADULT LARGE LOGO TEES SIX-PACK ADULT MAILL LOGO TEES SIX-PACK ADULT SMALL LOGO TEES SIX-PACK ADULT ALARGE SIX-PACK ADULT X-LARGE SIX-PACK ADULT X-LARGE SIX-PACK ADULT SMALL LOGO TEES SIX-PACK CHILD LARGE SIX-PACK CHILD LARGE LOGO TEES SIX-PACK CHILD LARGE SIX-PACK CHILD LARGE SIX-PACK CHILD MARGE SIX-PACK CHILD MARGE SIX-PACK CHILD MAILL COGO TEES SIX-PACK CHILD MAILL COGO TE	ADDITIONAL MATERIALS ADDITIONAL MATERIALS ACTOR'S BOOK DIRECTOR'S GUIDE THEATRICAL RESOURCES ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK THEATRICAL RESOURCES ACTOR'S BOOK TENPACK CUSTOMIZABLE SHOW POSTERS AND ARTWORK TO SUSTOMIZABLE SHOW GO ON? COGO PACK DIGITAL PRODUCTIONPRO-DIGITAL SCRIPT/SCORE TO SUSTED SUST	To order, simply indicate the quantity of each item	you would like and add the Grand Total	to the Confirmation	Page of this Pro	oduction Contract.
ACTOR'S BOOK DIRECTOR'S GUIDE PIANO VOCAL SCORE ACTOR'S BOOK TENPACK ACTOR'S BOOK TENPACK ACTOR'S BOOK TENPA	ADDITIONAL MATERIALS TOTAL: ADDITIONAL MATERIALS TOTAL: ADDITIONAL MATERIALS SHPPING Cpo or apply is Materials Total ADDITIONAL MATERIALS SHPPING Cpo or apply is Nova poly is 100 or apply	ITEM		COST EA	CH	TOTAL
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ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

^{***}See https://www.mtishows.com/production-resources for pricing.

^{* * * *} Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order. * * * *

Your MTI Rep:

ERIC GRAPATIN

Your MTI Account Number: Contract No:

0028970 9715919

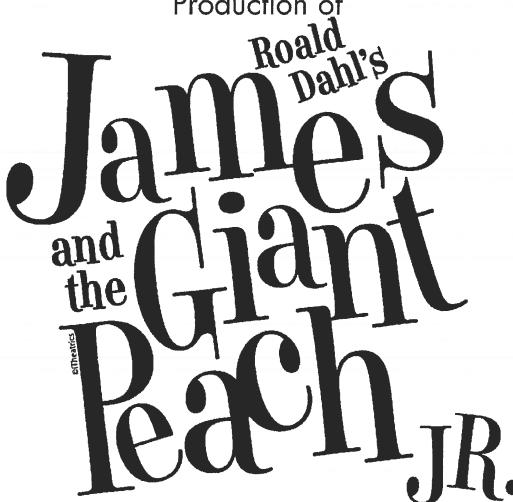
AUTHOR BILLING - ROALD DAHL'S JAMES AND THE GIANT PEACH JUNIOR

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit TM Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

[name of school]

Production of



Words and Music by Benj Pasek and Justin Paul

Book by **Timothy Allen McDonald**

Based on the Book James and the Giant Peach by Roald Dahl

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: ERIC GRAPATIN Your MTI Account Number: 0028970

Contract No: 9715919

MTI BILLING CREDIT

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) <u>MUST</u> include the following credit:

JAMES AND THE GIANT PEACH JR.

is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

www.MTIShows.com

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you <u>MUST</u> include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for \$75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: **ERIC GRAPATIN** Your MTI Account Number: 0028970 Contract No: 9715919

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

a) you have read and understood the terms, conditions and provisions set forth below;
b) you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and
c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

1. Your authorized ShowKit™ will consist of the following:

ACTOR'S BOOK

DIRECTOR'S GUIDE PIANO VOCAL SCORE

CHOREOGRAPHY VIDEOS DIGITAL

DOWNLOADABLE RESOURCES AND MEDIA GUIDE VOCAL AND PERF TRACKS DIGITAL

2.You agree that

Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and

No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants you the right to perform the "Play" as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date.

4.All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:

- You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
- You will perform this show from MTI's Broadway Junior Collection® exactly as it has been provided to you in the ShowKit™ materials and you will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
- You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit[™]. However, to aid in the rehearsal of your junior production, you do have permission to make limited individual practice tapes from the performance CD to provide some students as needed which may contain up to a maximum of three (3) songs each per student. Such tapes may not be otherwise disseminated in any way.
- Recording: This license does not grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

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^{**}except with Disney titles, where a limited video license is available for \$75.00

Your MTI Rep: ERIC GRAPATIN Your MTI Account Number: 0028970

Contract No: 9715919

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN WHEATON PARK DISTRICT (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED JAMES AND THE GIANT PEACH JR. (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).

- 1. Notwithstanding the general prohibition ag permission for your organization to permit one aut production or a commercial videographer as set f of the Play, subject to Licensee's strict observance
- 2. A video recording of the Play (the "Video archival purposes, which video recording may r may hire an outside party to professionally make be used (a) for archival purposes, and/or (b) to the Play or their families for their own personal the Play or their families the duplication costs online or to the general public. Such outside the Owner in any way, except to indicate the in the Play (i.e., cast, crew, creative team) of at-home (i.e., non-commercial) use.
- 3. As a condition to the rights granted the restrictions and limitations on video recagrees to include a statement in the Play's members of the below limitations by way

ANY VIDEO RECORDING MADE OF 1 FILE USE ONLY. THE SALE OR DISTRIBUTION OF SUCH IN

**-cever in the License, MTI hereby grants
***idual associated with your
ance of your production

nmercial venture for ein. Alternatively, Licensee ideo recording may only provided to participants in 5 charge the participants in 1 and may not be distributed; any other trademarks of nay authorize participants solely for their own personal,

orm all audience members of ein. At a minimum, Licensee shall further inform audience ance of the Play:

AT-HOME, NON-COMMERCIAL DER FEDERAL COPYRIGHT LAW.

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSO. DN-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

- 4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.
- 5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).
 - 6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE							
By signing below, you agree that you have read and that you understand the terms and co accompanying Performance License and agree to abide by terms and conditions contained	nditions set forth in this Production Contract and the therein.						
PRINT YOUR NAME	TITLE						
AUTHORIZED SIGNATURE	DATE						
EMAIL	DAY PHONE						

CONTRACT RIDER

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028970
Contract #: 9715919 Printed on: 12/11/21

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it <u>may not</u>:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time
 period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the
 authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of
 the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version
 of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any
 Broadway, London, or touring productions or from any film version of the Play, except as set forth below under
 Permitted Uses. The rights to all of these elements are owned by third parties and are not granted as part of this
 Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

Your MTI Rep: ERIC GRAPATIN
Your MTI Account Number: 0028
Contract No: 9718

0028970 9715919

MTI CONTRACT CHECKLIST

Before sending anything back to MTI, make sure you have completed all of the following steps!

Did you remember to....

- Order Additional Materials (if applicable)?
- Transfer the Additional Materials Total to Page 2?
- Determine and Total the "Amount Enclosed" on Page 2?
- Fill out Payment information completely on Page 2?

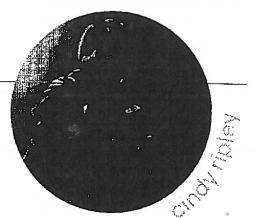
Make sure to return ALL of the following to MTI:

- Completed and Signed Production Contract (Page 2)
- Completed Additional Materials Order Form if applicable
- FULL Payment









Show Support is our free online support feature where you can pose questions and offer solutions to the entire Broadway Junior community.

Along with your fellow teachers, our educational expert Cindy Ripley is always available to help you with any challenge.



Celebrate Your Production with our Recognition and Publicity Program

As a special way of saying "Thank You" for presenting a Broadway Junior musical, we're happy to offer FREE professional assistance in publicizing your upcoming production and rewarding your students' accomplishments.

Elements include:

- → Official Press Release to Your Local Media
- → "Break a Leg" Message on Facebook
- → A "takeover" of MTI's Instagram on your opening night

learn more @ mtishows.com/broadwayjunior ————

Please give this form to your **BUSINESS OFFICE or **PURCHASING DEPARTMENT**** Your organization may require MTI's W-9 before it can pay amounts due under your license. Questions? Email: ap@mtishows.com.

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Form W=9 Request for Taxpayer									۱,	ive	Eor	m te	. +1		
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	d/b/a Music Th	eatre International													
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۶	Individual/sole	proprietor or Corporation Scorporation	on 🗌 Partnership	Tre	ist/es	tate	Instructions on page 3):								
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		ropriate box. The TIN provided must match the na individuals, this is generally your social security nu		oid	Soc	ial s	ecurity	กขท	ber			_	_		
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Certific you hav	cation instructions. ve failed to report all	You must cross out item 2 above if you have been n	otified by the IRS that yo	u are cu	renti									use	
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	nan interest and divi	dends, you are not required to sign the certification, t	but you must provide you	r correct	TIN.	See	the in	struc	lions	for I	Part !	I, lat	er.		
Sign	Signature of	f + f 10.0 a.													
Here	U.S. person ▶	sund Ahrbull		Date ►	(2/.	04	20	21	,					
	eral Instru		• Form 1099-DIV (div funds)	/ldends,	Inclu	ding	thos	e from	n sto	cks	or m	utus	ıl	_	
Section noted.	relerances are to	the Internal Revenue Code unless otherwise	• Form 1099-MISC (various t	ypes	of i	ncome	, priz	:03, 8	awa	ds, d	or gr	033	i	
Future	developments. Fo	r the latest information about developments	proceeds)									-			
elated	10 Form W-9 and f	ts instructions, such as legislation enacted go to www.irs.gov/FormW9.	 Form 1099-B (stock transactions by broke 	ers)							her				
_	ose of Form		 Form 1099-S (proc 												
			 Form 1099-K (mercent 												
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer (1098-T (tuition))							•								
aeman	auon number (TIV)	WAICO May be your social security number	• Form 1099-C (cano	عامط طعا	nt)										
GOIVI. I	ndividual texnavar	identification number (ITIN), adoption nber (ATIN), or employer identification number	employer identification number • Form 1099-A (acquisition or abandonment of secured property)												
CHA/, IC	French on an intor	TIBLION PETURN THE AMOUNT HAIR to you or other	Use Form W-9 only If you are a U.S. person (including a resident												
ımoum	reportable on an in	NORMATION return. Examples of information	allerij, to provide you	r correct	TIN.										
Form	1099-INT (interest	t limited to, the following.	If you do not return	Form V	Vag to	n the	requ	ester	with	a Ti	N, y	ou m	igh	t	
. 0.111	1991-1141 fillestabl	earried of baild)	be subject to backup later.	withhol	ding.	See	What	is be	ackų;	p wi	lhho	lding	,		
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		G8t, No. 10231X								18/-	Cl /D				

This document is intentionally included for organizations that require MTI's W-9. Please give this form to your **BUSINESS OFFICE** or **PURCHASING DEPARTMENT**