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Prickly Pear: M&A Insights

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Overview of Representations and Warranties Insurance

By Colson B. Franse and Mark E. Lasee

The increased volume of mergers and acquisition ("**M&A**") transactions has fueled the expansion and popularity of representations and warranties insurance ("**RWI**") in the United States. This article provides an overview of RWI and a glimpse into some of the deal components affected by RWI.

Outside of the purchase price, representations and warranties made by a seller drive M&A negotiations because they may materially affect the transaction long after its closing. While often referred to collectively as representations and warranties, a representation is a statement of fact relating to the current state of the business, true on the date it is made; a warranty is a forward-looking promise of fact as to the outlook or health of the company. Representations and warranties typically survive the closing for a period of 12-24 months and such period is also subject to negotiation. In addition to the promises themselves, buyers seek to ensure that there are funds available to respond should a warranty be breached or a representation be found inaccurate. Historically this would mean that the seller would commit to set aside resources to reimburse the buyer if any of the promises are untrue. In many instances, this has been best accomplished with an escrow holdback, "holding back" a portion of the sale proceeds and depositing them with a third-party agent instructed to give them to the seller after a certain period if they are not used to pay claims made by the buyer. Further, purchase agreements contain indemnification provisions allowing the buyer to "claw-back" part of the purchase price from the seller in the event claim(s) exceeds the holdback.

Representations and warranties cause a significant amount of uncertainty for sellers who would rather sell the business without the concern for claims months or even years after closing. Likewise, buyers are often concerned about the solvency of the seller for responding to claims exceeding the holdback or simply do not want to make a claim against the seller because they are still involved in providing services to the company. One way to mitigate these concerns is to consider RWI.

RWI is an insurance policy that provides coverage for damages resulting from breaches of representations and warranties made by the seller in a purchase agreement. RWI comes in two forms: a sell-side policy or a buy-side policy. A sell-side policy protects sellers from covered losses if the buyer seeks indemnification from the seller for the breach of a representation or warranty made in the purchase agreement. A sell-side policy can add certainty to the purchase price,

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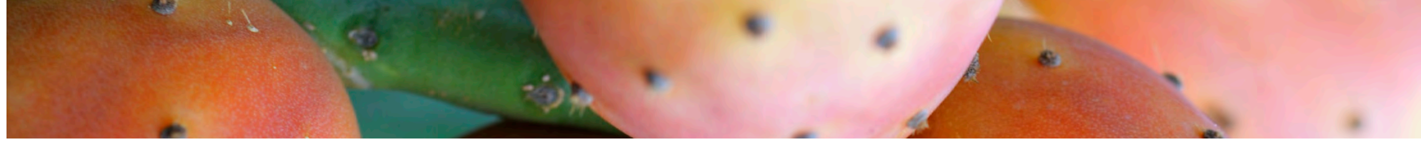

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speed-up the negotiation process (saving on legal costs) and alleviate the need for sellers to set-aside the same amount of reserves otherwise mandated by the buyer in a holdback escrow. A buy-side policy protects the buyer by allowing it to seek indemnification from the insurer instead of the seller if there is a breach of a representation or warranty made in the purchase agreement. A buy-side policy can protect relationships with seller parties who may remain involved in the business; make the buyer's offer more attractive to the seller because the holdback may be reduced or not required at all; and speed-up the negotiation process (saving on legal costs). For sellers with a large number of shareholders, either type of policy will obviate the problem of chasing numerous parties to collect damages for breach of representations and warranties.

While RWI often expedites the negotiation process between buyer and seller, each RWI policy involves its own negotiation and costs with the insurer. Obtaining RWI is typically a three-step process (below).

RWI might not be the right option for some transactions. Both the buyer and seller must understand that RWI is not a full replacement of the classic holdback and clawback provisions because, like other insurance, each RWI policy has deductibles, limits of liability, carve outs and exclusions creating certain gaps in coverage and the proposed insured must be aware of the gaps or work with their attorney to ensure that the purchase agreement covers the gaps. Nonetheless, RWI is intended to cover those representations and warranties typically breached, thereby shifting the burden from the seller to the insurance company to respond to such claims. RWI does not come without a significant price. The underwriting cost and minimum premiums for RWI (typically $150,000-$200,000) may make it cost-prohibitive for smaller transactions under $50 million.

RWI significantly alters the structure of an M&A deal and it is important to begin conversations with your attorneys, accountants and advisors as early as possible. Be on the lookout for future *Prickly Pear* articles taking a deeper dive into RWI. If you have questions, please contact a member of Kutak Rock's Scottsdale Corporate and Securities Group.

Obtaining RWI is typically a three-step process

1. **Submit initial materials and obtain quotes.**

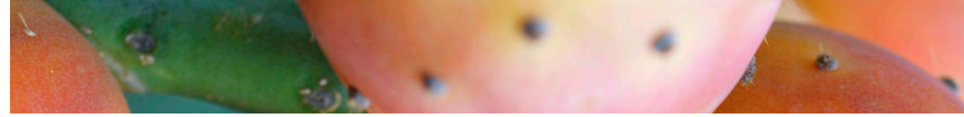
   The proposed insured discusses desired coverage terms and deal structure with their insurance agent and provides preliminary due diligence materials (draft purchase agreement, pitch deck, company financials, etc.). The insurance agent then reaches out to various insurance brokers to obtain non-binding indication letters which contain preliminary terms of an RWI policy to consider.

2. **Receive quotes and negotiate.**

   The proposed insured and agent review the non-binding indication letters and engage in some initial negotiations.

3. **Bind and underwrite.**

   If the proposed insured decides to move forward with an RWI policy, the underwriters will typically charge an underwriting fee to conduct due diligence, typically $30,000 to $50,000. The underwriter will review the data room, speak with management of the target company and speak with the proposed insured lawyers, accountants and advisors to understand known and anticipated risks.



Nondisclosure Agreements in Merger and Acquisition Transactions

By Lilly Harris and Isaiah Wilson

The disclosure of confidential information is unavoidable if you are selling your company, but public disclosure of your company's confidential information, such as financial information, intellectual property, and customer lists, could dull your competitive advantage and make it easier for companies to compete with you. If you are the seller in such a transaction, then the mere disclosure of the sale transaction could jeopardize your relationships with your employees, customers, and vendors. For these reasons, it is crucial that you take steps to protect your company's confidential information in a sale (mergers and acquisition or "**M&A**") transaction.

A well-drafted nondisclosure agreement ("**NDA**") will protect your company's confidential, proprietary, and otherwise nonpublic information. NDAs set clear expectations regarding the handling of confidential information by defining the scope of confidential information, setting out procedures for handling confidential information, and providing a legal cause of action against a party who violates the agreement.

What Type of NDA is Right for You?

The ideal type of NDA for you depends on the details of your transaction. There are two types of NDAs: mutual agreements and unilateral agreements. A mutual agreement prohibits both the seller and prospective purchaser from disclosing confidential information. A unilateral agreement binds only one party, usually the prospective purchaser, from disclosing confidential information.

Unilateral agreements binding the prospective purchaser are the most common type of nondisclosure agreement in M&A transactions. While a seller generally must disclose confidential information to the prospective purchaser to enable them to evaluate their prospective purchase, it is often unnecessary for a prospective purchaser to disclose confidential information to the seller. Note, however, that both parties will want to keep the potential M&A deal terms confidential, as well as the identity of the buyer and seller, and a mutual NDA may make sense for that reason.

If a prospective purchaser must disclose confidential information to the seller, then a mutual agreement is probably more appropriate for the transaction.

What Should Your NDA Say?

The provisions of your NDA will vary depending on the details of your transaction. This section presumes the use of a unilateral NDA, where the seller is the only disclosing party. Generally, your unilateral NDA should:

1. ***Identify the parties to be covered by the NDA*** – Make clear reference to the parties that will be bound by the NDA. In addition to the seller or prospective purchaser, this list may include third parties such as affiliates, subsidiaries, and advisors. Disclosure of information by the buyer to accountants, attorneys, bankers and the like will be permitted so long as they have a "need to know" the information and are bound by adequate confidentiality obligations. The buyer should be responsible for any breach of confidentiality by its representatives.

2. ***Define confidential information*** – Define what "confidential information" means. This definition may include information disclosed prior to the parties' entry into the NDA, information marked confidential, oral information, information derived from confidential information, and the prospective purchaser's interest in the transaction. As the party that carries the burden of proof in court to prove a violation of an NDA, the seller will desire a broad definition of confidential information. In contrast, the prospective purchaser will seek to narrow the definition of confidential information in order to limit their legal exposure. The seller should beware of requirements that

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What Should Your NDA Say?

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information be stamped "confidential," because they may have already shared sensitive information that was not stamped in such manner. Also, pay attention to the exceptions to confidential information, such as information previously known to or independently developed by the buyer, which exceptions should impose the burden of proof and documentary evidence requirement on the buyer.

3. ***Explain the permitted uses or restrictions on use*** – Explain how the prospective purchaser may use confidential information. Generally, the seller should permit the prospective purchaser to use confidential information to evaluate the purchase but restrict use so that the prospective purchaser may not use such information to compete against the seller or for other purposes that are not related to the proposed transaction.

4. ***Provide the standard of care*** – Provide the standard of care that the prospective purchaser must adhere to in order to protect the seller's confidential information. For example, your agreement may provide that the prospective purchaser must protect the seller's confidential information using the same efforts that it uses to protect its own confidential information, but not less than a reasonable degree of care. Alternatively, the agreement may provide for specific measures, such as password protection.

5. ***Create obligation to return or destroy information*** – Create clear expectations as to what the prospective purchaser should do with information when negotiations terminate, whether because of the closing of the sale or the deal failing.

6. ***Set the term of the agreement*** – Set the length of time that the NDA binds the parties. Time limitations for NDAs may vary, and the proper time limitation will depend on the nature of the confidential information that may be disclosed. Some courts will only enforce an NDA that contains reasonable time limitations. Three to five years is typical, but trade secret protection and source code should have indefinite protection.

7. ***No representations by the seller; ownership of intellectual property; no obligation to enter into an agreement*** – The seller should clearly state that no representations or warranties are being made to the buyer as to the disclosed information and that the seller retains ownership of all its intellectual property rights in the disclosed information. Neither party is obligated to enter into any kind of transaction as a result of the NDA.

8. ***Other issues*** – These include choice of law and jurisdictional provisions to benefit you in the event of litigation, the right to ask the court for an injunction if the buyer breaches the NDA, and possibly non-solicitation provisions to prevent a prospective purchaser from poaching the seller's employees, customers or vendors.

Conclusion

Protecting your confidential information in an M&A transaction is crucial to continued business success. In contemplation of such a transaction, you should limit the shared information and limit the number of people involved in the disclosure process. A well-drafted NDA is an indispensable tool that can put such limits in place and protect your business interests in an M&A transaction. A Kutak Rock attorney can prepare an effective NDA tailored to your specific needs.

Congress Passes New "M&A Broker" Exemption From Registration Requirements

By Christina Ribble and Ken Witt

Congress recently passed an exemption from the federal securities laws that may make it easier for certain small businesses to raise capital and be sold in a change of control transaction. This "M&A broker" exemption was part of the Consolidated Appropriations Act of 2023 (H.R. 2617) and will become effective ninety (90) days after enactment, on March 29, 2023. The new statute enacts into federal law the Securities and Exchange Commission's 2014 *M&A Brokers* no-action letter. The no-action letter exempts "M&A brokers" from registration as broker-dealers under the federal securities laws if they assist small businesses in capital raising and sales that involve a change of control and if certain detailed conditions are met. The new statutory exemption is narrower than the no-action letter and does not preempt state law registration requirements for broker-dealers.

The touchstone of federal and state broker-dealer registration requirements is the receipt by a broker or finder of transaction-based compensation, such as a fee or commission based on the amount of capital raised or the company's purchase price in an M&A transaction. Use of an unregistered broker can violate the Securities Exchange Act of 1934 and cause the transaction to be "void" giving a rescission right to the buyer.

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The *M&A Brokers* no-action letter and the new statutory exemption permit such engagements if lengthy requirements are met. The new exemption applies to change of control transactions of privately held companies, including both capital raising and the sale of the business. Most importantly, the broker must reasonably believe that the person acquiring the securities or assets of the company will (a) control the Company or the business conducted with the assets of the company, and (b) be active in the management of the Company or the business conducted with the assets of the company. The company must be privately held and have EBITDA of less than $25 million and/or gross revenues of less than $250 million. "Control" means the buyer will have the power to vote or direct the sale of at least 25% of the shares of the privately held company. "Active in the management" means the buyer will have the ability, for example, to elect executive officers or serve as an executive.

The new exemption operates as essentially the codification of the *M&A Brokers* no-action letter. A significant difference is the limitation on the size of the eligible Company (i.e., the EBITDA and/or gross revenues maximum) and the loosening of the requirement of actual control of the company by the buyer to merely a reasonable belief.

Note that, while a few states have adopted the *M&A Brokers* no-action letter exemption in some form, many have not, including Arizona. Any unregistered broker must comply with applicable state law as well as the federal exemption, and these may differ in important respects.

Although the new federal statutory exemption for M&A brokers will ease access to capital and M&A transactions for some small businesses, the limitations and conditions of the new statute and the need to comply with state law will limit the usefulness of the new exemption and require great care on the part of companies and their corporate counsel.

If you have any questions about the new federal M&A broker exemption, don't hesitate to contact your Kutak Rock attorney or any member of Kutak Rock's Scottsdale Corporate and Securities Group.

FTC's Proposal to Ban Most Noncompetes Would Significantly Alter Middle Market Mergers and Acquisitions

By Lisa Sarver, Mitch Woolery and Jordan Ifland

Overview

On January 5, 2023, the Federal Trade Commission ("**FTC**") proposed an expansive new rule which would prohibit the use of almost all noncompete clauses between a worker and his or her employer (the "**Proposed Rule**").[1] The Proposed Rule effectively deems such noncompete clauses as an unfair method of competition in the market for workers. It is clear that the Proposed Rule invalidates almost all noncompete clauses that restrict a worker after the conclusion of his or her employment; while it is not explicit that the Proposed Rule permits noncompete clauses during the employment term, that is the clear implication of the Proposed Rule. [This Client Alert will refer to the former as "**Post-Employment Noncompete Clauses**" and the latter as "**In-Term Noncompete Clauses**."]

A 60-day public comment period will begin once the FTC publishes the Proposed Rule in the Federal Register. After the notice-and-comment period concludes, the FTC will consider the comments and then publish a final version of the rule. The Proposed Rule will preempt any state law that is inconsistent with the rule. While it is not addressed in this alert, the Proposed Rule will likely face legal challenges, including with respect to whether it has the authority to regulate noncompete agreements.

> The Proposed Rule generally invalidates almost all Post-Employment Noncompete Clauses. In addition, an employer is prohibited from informing its workers that they are subject to a noncompete, absent a good faith basis to believe that such a noncompete is enforceable.

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Proposed Rule

The Proposed Rule generally invalidates almost all Post-Employment Noncompete Clauses. In addition, an employer is prohibited from informing its workers that they are subject to a noncompete, absent a good faith basis to believe that such a noncompete is enforceable. The Proposed Rule broadly defines noncompete clauses as: "a contractual term between an employer *and a worker* that prevents the worker from seeking or accepting employment with a person, or operating a business, *after the conclusion* of the worker's employment with the employer." (emphasis added)[2]

The Proposed Rule would encompass all workers, whether paid or unpaid. The definition of "workers" includes not just employees, but also interns, volunteers and independent contractors.

Under the Proposed Rule, employers must rescind existing Post-Employment Noncompete Clauses with workers within 180 days following publication of the final rule. Additionally, employers must provide notice to workers that their Post-Employment Noncompete Clauses are no longer enforceable within 45 days after rescission. The Proposed Rule provides model language for such notice.

In general, the Proposed Rule does not invalidate other typical restrictive covenants like non-solicitation, non-disclosure and other confidentiality agreements. However, the FTC notes:

- The term "non-solicitation agreement"[3] is intended to refer to contractual provisions prohibiting workers from soliciting clients or customers, not agreements not to solicit employees.
- Some non-disclosure and other restrictive covenants may be so broad that they are de facto non-competition agreements.[4]

M&A Impact

In addition to employment repercussions, the Proposed Rule is expected to have significant consequences for M&A transactions. The FTC acknowledged that noncompete clauses in the M&A context may implicate "unique interests and have unique effects."[5]

Noncompete clauses appear in at least three different contexts in M&A transactions, as described (right).

Sale of Business Noncompete Clauses

Sellers (or the owners of Sellers in asset sales) are typically subject to noncompete agreements in connection with the sale of their business (so-called "Sale-of-Business Noncompete Clauses"). The Proposed Rule provides for a narrow exception in the context of a sale-of-business to the extent that the worker subject to the restriction is an owner holding at least a 25% interest in the target company.

We note that the Proposed Rule generally restricts workers only; however, the narrow-exception for Sale-of-Business Noncompete Clauses addresses owners but not workers. Despite this ambiguity, because the definition of noncompete clauses subject to the Proposed Rule includes only agreements with workers, it appears that the Proposed Rule (and the exception) would apply to owners who are also workers, but would not apply to owners who are not workers. For owners who are not workers, the definition of a noncompete clause suggests that the Proposed Rule would not restrict the enforceability of the Sale-of-Business Noncompete Clause.

The 25% ownership threshold may result in inconsistent application, as many targets may have significant minority ownership. For example, the target may be owned 25% by Person A, and the ownership balance (75%) scattered among various Persons B through Z, none of which own 25% or more, each of which works in the business. In this scenario, the buyer may legally bind Person A to the Sale-of-Business Noncompete Clause (because Person A owned 25% or more of target) but the Buyer may not legally bind Persons B through Z (because each owned less than 25% of target). Even though Persons B through Z may have intimate and crucial knowledge of the target's confidential and proprietary information, none of them can be bound to a Sale-of-Business Noncompete Clause due to their ownership percentages.

Employment Noncompete Clauses

In many acquisitions, key employees of the target are considered one of the most highly valued assets. In an equity purchase, the buyer typically receives comfort that any acquired confidential and proprietary information is protected by means of noncompete clauses in employees' existing employment agreements (if such agreements remain in place). If the acquisition is an asset sale, the buyer might introduce new employment agreements with noncompete clauses.

However, if the Proposed Rule is adopted, all Post-Termination Noncompete Clauses for workers will be invalid. In-Term Noncompete Clauses seem to be valid, though.

Equity Rollover Noncompete Clauses

In some transactions, particularly in deals whereby a private equity firm acquires a closely held business, it is common for the owners to "roll over" some of their equity into equity of the acquiring company. In connection with the equity roll over, the buyer will typically ask the owner rolling over equity to execute a noncompete clause covering the period during which such owner holds equity in the acquiring company and, in some instances, for a time period thereafter. The Proposed Rule does not explicitly address this variation of a noncompete clause, which leaves open the question of whether it may be treated as a Sale-of-Business Noncompete Clause since it was entered into in connection with the sale of the business previously owned by such party or whether it is not a Sale-of-Business Noncompete Clause because it is tied to the new equity acquired as part of the roll over rather than the equity in the company which was sold. In the first instance, the question appears still to be whether the owner is a worker. If the owner is not a worker but rolls over equity, it would appear that this type of noncompete clause would not be subject to the Proposed Rule. However, if the owner is a worker and rolls over equity, it would appear that this would be treated as a noncompete with a worker which would be unenforceable during the period after the termination of employment unless the "sale of business exception" applies.

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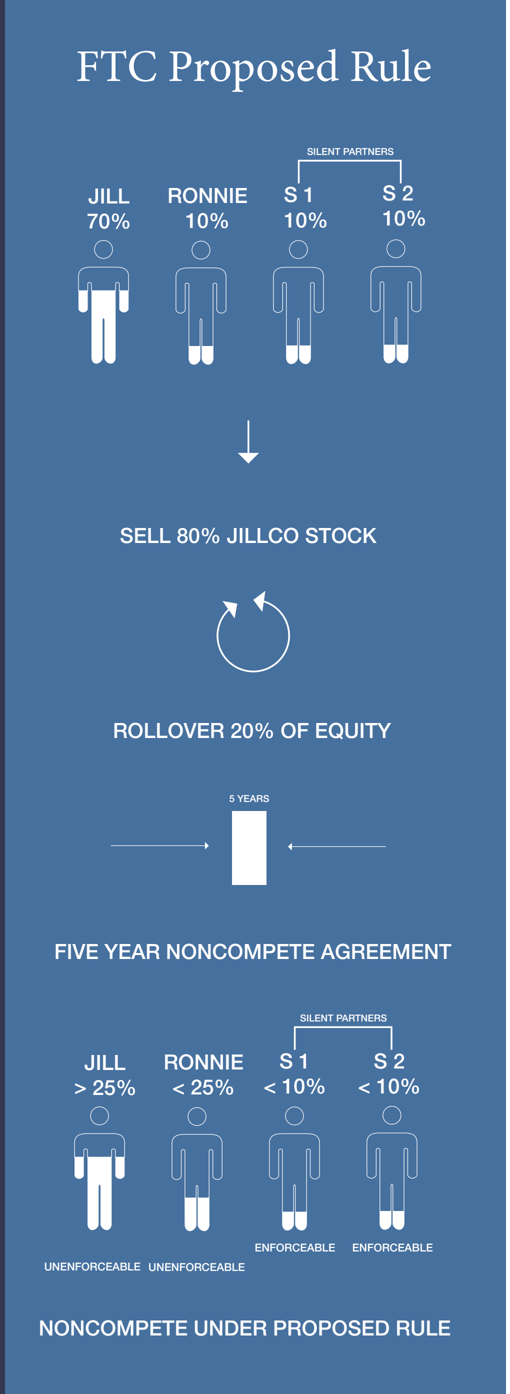

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Case Study

Jill is the 70% owner of JillCo (and the balance of JillCo is owned by Jill's three siblings, 10% each). Jill and her brother Ronnie work in the business; however, the other two siblings do not work in the business, but instead are "silent partners." Jill and her siblings sell 80% of JillCo stock to Large Private Equity Group for cash and the sellers "roll over" 20% of their equity. At closing, Jill and her siblings enter into the following noncompete agreements:

Sale-of-Business Noncompete Clause. Jill and her siblings agree that they will not compete against the business for a period of five years.

Result under the Proposed Rule. Jill's noncompete clause is likely enforceable (given that she is a "significant owner," i.e., owning more than 25%). The noncompete clauses of her two siblings other than Ronnie are also likely enforceable since, even though they own less than 10% of the business, these siblings are not workers subject to the Proposed Rule. Since Ronnie is a worker and does not own 25% of the target company, his noncompete is likely unenforceable.

Employment Noncompete. Jill is retained as JillCo's CEO and Ronnie (Jill's brother) stays on as an independent contractor of JillCo. Both agree not to compete against the business during their employment and for a period of two years thereafter.

Result under the Proposed Rule. Both noncompete clauses are likely enforceable while they are employed and likely unenforceable after employment.

Equity Rollover Noncompete. Regarding their 20% rollover equity, Jill and her siblings agree not to compete with the business during their ownership of the roll over equity and for a period of three years thereafter.

Result under the Proposed Rule. The clauses are likely enforceable as to those siblings who are not workers. On the other hand, the clauses are likely unenforceable against Ronnie since he is a worker and not a 25% owner in either the target entity or the acquirer. With respect to Jill, the outcome is unclear. In order to be enforceable, Jill's noncompete would need to fall within the "sale of business exception." This would require a conclusion that the noncompete relates to the sale of the business in which Jill had more than a 25% ownership interest, notwithstanding the fact that it is tied to her ownership of the roll over equity, rather than the consummation of the sale. Jill's continuing ownership interest after closing of the transaction is unlikely to be useful in arguing for the application of the "sale of business" exception since it is unlikely that she continues to hold at least a 25% ownership interest after the closing and, in any event, the entity in which she holds her roll over equity is not then being sold. If this noncompete is distinguished from a Sale-of-Business Noncompete Clause because it is tied to her post-closing ownership rather than the sale transaction itself, then it is likely that the noncompete is unenforceable after the termination of her employment with the acquiring company, even if she continues to hold her roll over equity.

Action Items

Employers should take the following measures in preparation for the Proposed Rule's finalization:

- Introduce restrictive covenants like confidentiality agreements, non-solicitation agreements and other trade secret protections. Employers should consider implementing restrictive covenants such as confidentiality agreements, non-solicitation agreements, and any other means that protect confidential and proprietary information and other legitimate business interests without acting as a de facto noncompete agreement.
- Carefully draft "Sale of Business" noncompete clauses. If a party to a noncompete clause is an owner and not a worker, this should be specifically referenced in the noncompete to clarify that such clause is not subject to the Proposed Rule. Additionally, if a party to a noncompete is a worker and a 25% owner, the clause should specifically reference the "sale of business" exception. Finally, if the transaction involves roll over equity for a 25% owner who is also a worker, the noncompete clause should note that the covenant is tied to the prior ownership in the business being sold (to trigger the "sale of business" exception), and not in connection with any ongoing employment relationship or ongoing ownership interest.
- Review your current noncompete clauses. Employers should identify agreements containing noncompete clauses in order to categorize what documents will need to be rescinded and who will need to be given notice of rescission in accordance with the Proposed Rule's timeline.
- Submit comments on the Proposed Rule. Employers and other interested parties should submit comprehensive comments highlighting concerns to the FTC during the public comment period.

For further information or questions about the Proposed Rule, please contact any member of Kutak Rock's Mergers & Acquisitions Group or Scottsdale Corporate and Securities Group.

1. https://www.ftc.gov/legal-library/browse/federal-register-notices/non-compete-clause-rulemaking
2. Notice of Proposed Rulemaking, Fed. Trade Comm'n at 4.
3. Id. at 11.
4. See, e.g., id. at 11 and 99.
5. Id. at 4.

To LLC or Not To LLC: Here Are Some Questions

By Ken Witt and Eric Zinn

Limited liability companies ("**LLCs**") have continued to grow in popularity in recent years. The reason for this is clear. LLCs have, since a 1988 Revenue Ruling from the Internal Revenue Service, offered "pass-through" tax treatment, meaning that earnings of the LLC are only taxed once at the member/owner level. In a corporation, by contrast, income is taxed twice: once at the corporate level and again if dividends are distributed to the shareholders.*

Notwithstanding certain tax and other advantages of LLCs, recently we have seen a number of clients elect to convert their LLCs to corporations. Among other reasons for converting, including equity compensation and self-employment tax concerns, LLCs can be disadvantageous in certain types of mergers and acquisition transactions.

Unlike an LLC, a corporation can be acquired in a tax-free reorganization. Both the buyer and the seller may wish to use the buyer's stock as the consideration for the acquisition, particularly if the buyer's stock is publicly traded. A buyer may propose a stock-for-stock exchange, a stock-for-assets exchange or a merger. If a number of technical requirements are met, any of these transactions can be tax-free to the sellers who own the target corporation, but not if the target is an LLC.

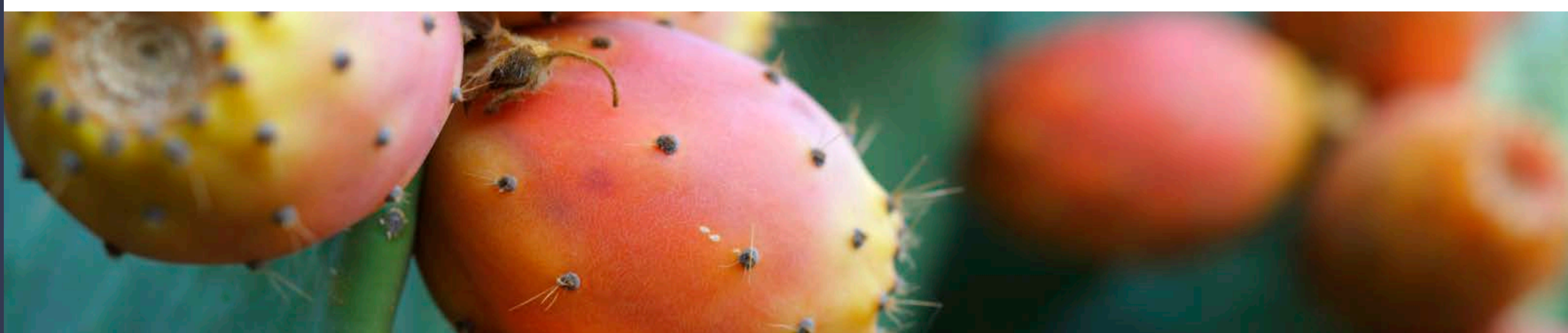
The obvious solution is for the sellers to convert their LLC to a corporation or elect corporate tax treatment for the LLC prior to the acquisition. However, such a move could result in the IRS applying the "step-transaction" doctrine. Converting to a corporation and, in short order, closing what is intended to be a tax-free reorganization could be viewed by the IRS as all part of one transaction. Relying on a 1970 Revenue Ruling and other authority, the IRS could very well disregard the first step (the conversion to a corporation) and treat the entire transaction as merely the taxable receipt of the buyer's stock by the sellers.

Note that whether an LLC or a corporation will be the best type of entity in an acquisition depends on the facts and circumstances. For example, an asset purchase from a corporation, as opposed to an LLC, will normally result in substantially higher taxes on the owners.

If you anticipate selling your LLC, we recommend that you start planning as far in advance as possible. You may be able to preserve some of the tax benefits of the LLC by incorporating as a Subchapter S corporation. Or, if that solution is unavailable (if you have non-U.S. owners, for example), you may decide that the tax benefits of the LLC are outweighed by the greater flexibility offered by a corporation in an acquisition.

Kutak Rock's Scottsdale Corporate and Securities Group can help you with these decisions; feel free to contact us.

* "Subchapter S" corporations are only taxed at the shareholder level, but ownership is restricted to individuals who are U.S. citizens; and Sub S corporations cannot have more than one class of stock, among other limitations.



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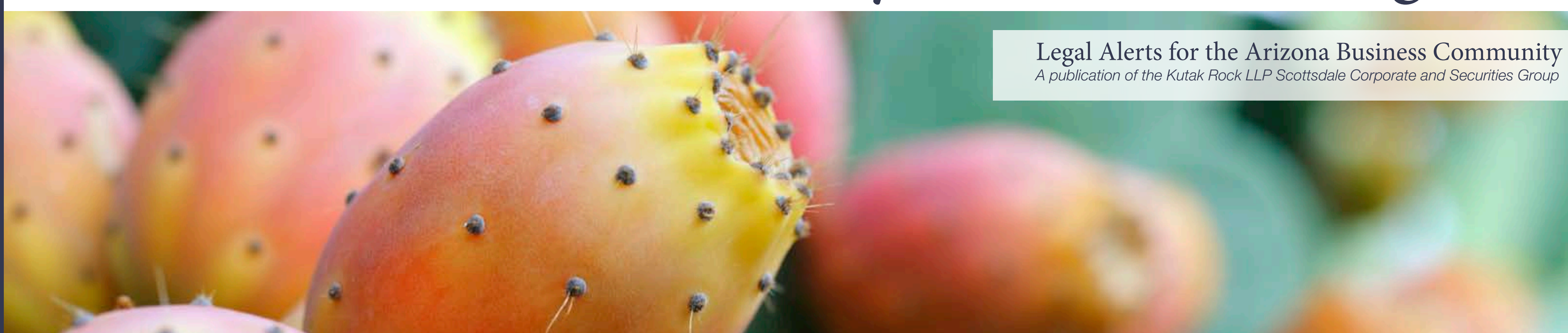

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