

J.P. Morgan Retirement Plan Services LLC

RECORDKEEPING AND ADMINISTRATIVE SERVICES AGREEMENT

THIS RECORDKEEPING AND ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, between **J.P. MORGAN RETIREMENT PLAN SERVICES LLC** (“Services”), a Delaware limited liability company and _____ (“Plan Sponsor”), a _____ corporation, the sponsor and plan administrator of the _____ (the “Plan”).

WHEREAS, Services provides recordkeeping and administrative services to qualified retirement plan sponsors and their participants (“Participants”);

WHEREAS, the Plan is a retirement plan which is qualified under Section 401(a) of the Internal Revenue Code of 1986 (the “Code”);

WHEREAS, the Plan Sponsor is a fiduciary under the Plan who is vested with the authority to act as administrator of the Plan (hereinafter referred to as “Administrator”); and

WHEREAS, the Administrator now desires to further designate Services as the recordkeeper and service agent with respect to the Plan and the investment accounts of Participants, and Services has agreed to so act pursuant to this Agreement;

NOW, THEREFORE, in consideration of these covenants and the mutual representations and agreements contained herein, the parties hereto hereby agree as follows:

1. DESIGNATION OF SERVICES

The Administrator hereby appoints Services as agent to perform the recordkeeping services and ministerial functions described in this Agreement. It is agreed that the authority and responsibility of Services as agent shall extend only to the performance of those specific services and functions that are enumerated herein, unless the authority of Services is modified pursuant to this Agreement. It is further agreed that the responsibility for any services and functions not enumerated herein are retained by Administrator.

Services shall not serve as a fiduciary of the Plan and is not the plan administrator as defined under the Employee Retirement Income Security Act of 1974 (“ERISA”). Services has no discretion to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan. Services shall not serve as an investment manager as that term is defined by ERISA, or provide legal, accounting, or actuarial services.

2. RESPONSIBILITIES OF SERVICES

Services shall provide recordkeeping services for the Administrator, the Plan, and its Participants as set forth in Exhibit 1 (“Fees and Services”) to this Agreement, which is hereby incorporated into and made part of this Agreement.

To the extent the Administrator has a service agreement with another service provider, including but not limited to Mellon Investor Services LLC for stock option plan services, TBG Financial for non-qualified plan services, Financial Engines Advisors LLC for advice services, and Towers, Perrin, Forster & Crosby, Inc. for defined benefit plan services, Services shall act as Administrator's agent for purposes of transmitting and receiving indicative participant and plan data to and from such service providers.

3. RESPONSIBILITIES OF ADMINISTRATOR

Administrator agrees to assist Services with the basic recordkeeping functions by providing the services and information required of Administrator by Exhibit 1 and 2 to this Agreement. Administrator also agrees to make any discretionary decisions with respect to the Plan and to direct Services in accordance with such decisions.

4. FEES AND CHARGES

As compensation for the services outlined in this Agreement, Administrator agrees to pay the fees and charges described in Exhibit 1 to this Agreement. All fees other than investment management fees shown in Exhibit 1 and fees associated with the processing of domestic relations orders (which are addressed in a separate Domestic Relations Order Review Service Agreement) shall remain in effect in the amounts described in Exhibit 1 through the end of _____ provided, however, that such fees may be adjusted by Services upon written notice to Administrator in the event that:

- (a) Administrator elects to utilize different or additional services during such period; or
- (b) Administrator elects to change the investments it has chosen to make available to Participants under the Plan, which are identified in Exhibit 1 to this Agreement; or
- (c) There is an employer-initiated event such as a plan merger, corporate acquisition or layoff resulting in a material decrease in Services' revenue or requiring Services to perform additional services.

After the date specified above, Services reserves the right to change its fees and charges upon 90 days' prior written notice to Administrator.

In addition to the fees for services outlined in this Agreement, Administrator acknowledges that Services may receive fees and ancillary benefits from outside sources in connection with the services it performs on behalf of the Plan and its Participants. Such fees and benefits may include, but are not limited to, those relating to investment options provided under the Plan. Services shall retain such fees for itself as payment for services specifically related to such investment options. Such fees, to the extent

applicable as of the date of this Agreement, are listed in Exhibit 1 to this Agreement but may change without prior notice to Administrator. Upon request by Administrator, Services will disclose an updated list of such fees. Services may also receive ancillary benefits from the maintenance and use of omnibus accounts for the receipt of contributions pending allocation or the payment of benefits pending distribution. Such benefits may include, but are not limited to, fee adjustments offered to Services by a financial institution based on an overall business relationship, including an omnibus account. Such benefits do not include interest on such an omnibus account.

5. INVESTMENTS OFFERED

Administrator will direct Services as to the investment vehicles and specific funds to be offered under the Plan. To the extent Outside Funds or blended funds are offered under the Plan, Services' functions will be identified in this section, Services' "Policies Regarding the Use of Outside Funds or Employer Stock," and in the exhibits to this Agreement. The term "Outside Funds" includes all investment products other than those offered by American Century Investment Management or JPMorgan Fleming Asset Management, including employer stock, collective funds, separately managed accounts, and blended products. All Outside Funds selected by Administrator will be identified in Exhibit 1 to this Agreement.

To the extent Services' systems and procedures will permit, Services will maintain records for Outside Funds selected by Administrator. Services shall not be responsible for pricing errors on such Outside Funds caused by a party other than Services. Administrator agrees to indemnify and hold Services harmless for any claims based on such pricing errors on Outside Funds, including reasonable legal expenses incurred in defending any such actions against Services.

6. LIABILITY OF SERVICES

In performing its duties hereunder, Services shall exercise due care and diligence and shall act in good faith. Services shall not be liable to the Plan or its Participants or to any other party for or on account of any act or omission of Administrator in the performance of its duties under this Agreement, including, without limitation, the processing of Participant transactions based upon inaccurate or incomplete data provided by Administrator or any third party.

To the extent the Plan holds employer stock and Services responds to Participant requests for securities pricing and performance information based upon various securities pricing and performance sources, including but not limited to the Internet, Administrator agrees to indemnify, defend, and hold harmless Services, its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, demands, judgments, arbitrations, costs, expenses (including reasonable attorneys' fees) and liabilities arising directly or indirectly from any claim that the pricing or performance information provided to the Participants is incomplete or inaccurate.

To the extent Services accepts transaction instructions to redeem shares, exchange shares, or change investment allocations from Participants, as specified in this

Agreement or the Scope of Services, Administrator agrees to indemnify, defend and hold harmless, Services, its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, demands, judgments, arbitrations, costs, expenses (including reasonable attorneys' fees) and liabilities arising directly or indirectly from any claim relating to such acceptance by Services.

Services shall not be liable for acts of nature, unstable market conditions which are not reasonably foreseeable, or other actions beyond its control resulting in an interruption of any service provided under this Agreement. In the event of an electrical, telephone, computer or other mechanical system outage affecting the services provided under this Agreement, Services shall maintain a reasonable disaster recovery plan and shall use its best efforts to resume services on a normal basis as soon as practicable. Services shall be liable to the Plan or its Participants only for its negligent action, negligent failure to act, or willful misconduct of itself or its agents, or as required by applicable law.

In no event shall Services or any of its employees or agents be liable for any indirect, special, consequential, incidental or punitive damages arising from this Agreement or any addendum, schedule or exhibit hereto, unless such liability is based on recklessness or willful misconduct by Services.

Services shall not be responsible for any damages, fees, expenses, losses or other costs in connection with this Agreement above the aggregate amount of \$1 million during the year in which such damages, fees, expenses or other costs are incurred.

In addition, Administrator agrees to hold Services harmless from any claims based on the actions, negligent or otherwise, of any recordkeeper previously utilized by Administrator, including reasonable legal expenses incurred in defending any such actions against Services. The provisions of this Section 6 shall survive the termination of the Agreement.

7. TERMINATION

This Agreement may be terminated at any time by Administrator or Services, without penalty, upon giving the other party 90 days' prior written notice. Upon termination and upon request by Administrator, Services agrees to deliver to Administrator or its designee all files, documents, and records necessary for the continuing administration and recordkeeping of the Plan. If Administrator does not request that such files, documents, and records be delivered to Administrator at the time of termination, Services will handle such documents in accordance with Services' document retention policy in effect as of the date of the termination.

In the event that Administrator terminates this Agreement for any reason other than material breach of this Agreement by Services prior to _____, as compensation for Services' un-recouped start-up costs with respect to the Plan, Administrator agrees to pay an early termination fee in accordance with the following schedule:

Termination Date

Early Termination Fee

If applicable, the early termination fee derived from the above schedule shall be paid by Administrator to Services in one lump sum on or before the date that Services provides final data and records to Administrator or its designee.

8. CONFIDENTIALITY

Administrator and Services each agree to take all reasonable precautions (including without limitations, those precautions taken to protect its own confidential information), to prevent disclosing to any third party, except as provided herein, any and all information furnished by the other pursuant to this Agreement, including, but not limited to, all information regarding indicative participant and plan data, the systems and related software, websites, programming techniques, documentation and training materials. Administrator's and Services' obligations and agreements under this Section shall survive the termination of this Agreement.

9. NOTICES

Notices or other communications given pursuant to this Agreement shall be hand delivered, sent by overnight delivery, or mailed by first class mail, postage prepaid, addressed as follows, or as changed by notice:

a) **To Services:**

Retirement Plan Services Recordkeeping Department
J.P. Morgan Retirement Plan Services LLC
P.O. Box 413961
Kansas City, Missouri 64141-3961

Copy to:

Lisa Hund Lattan (or her successor)
Vice President & Assistant General Counsel
J.P. Morgan Retirement Plan Services LLC
9300 Ward Parkway
Kansas City, Missouri 64114

b) **To Administrator:**
(or his/her successor)

10. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces all prior agreements or representations. This Agreement may be amended at any time, but only by written agreement between both parties.

11. ASSIGNMENT

Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon both parties and their respective successors and assigns.

12. GOVERNING LAW

To the extent not governed by federal law, this Agreement shall be governed by and construed according to the Laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

J.P. MORGAN RETIREMENT PLAN SERVICES LLC

By: _____ Date

By: _____ Date

EXHIBIT 1

FEES AND SERVICES

A. DESCRIPTION OF BUNDLED RECORDKEEPING ARRANGEMENT

The relationship between Administrator and Services is a “bundled” service arrangement under which recordkeeping and administrative services, as well as certain investment alternatives, are provided in one package. The costs of recordkeeping and administrative services provided to Administrator, the Plan, and its Participants by Services or its related entities are paid through the compensation paid to Services from the investment management fees charged by the investment alternatives as well as those fees separately identified below. The investment alternatives chosen by Administrator and the investment management fees, as well as the annual service fees received by Services with respect to those alternatives, are listed in the Investment Management and Outside Fund Fees section of this Exhibit.

B. RECORDKEEPING FEE

Per-Participant Fee, per year for each Participant with an account balance:

\$ per Participant. Minimum annual fee: \$.
% of an amount shown will be collected on a quarterly basis. The Per-Participant Fee shall be based upon any participant with an account balance at the end of the quarter.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

Annual Fee: \$.

% of an amount shown will be collected on a quarterly basis.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

Contingent Annual Fee: If investment management fees, as defined in section U of this Fee Schedule and calculated as of the last day of each

calendar quarter based upon the assets held as of that date, received by Services or any of its affiliated entities for the period of _____ total less than \$ _____, Administrator will make a lump sum payment to Services on or before _____ in an amount equal to the difference between the foregoing amount and the amount of the actual investment management fees received by Services or its affiliated entities. At Administrator's discretion and upon 30 days' written notice to Services, any amount due pursuant to this paragraph may be charged to Participant accounts; provided, however, that in any instance where an amount due pursuant to this paragraph is not paid within 90 days of date of invoice, Services reserves the right to charge such amount to Participant accounts. Administrator shall determine whether such amount is charged to Participant accounts pro-rata (based on account balance) or on a per-participant basis or on any other lawful basis determined by Administrator.

No Recordkeeping Fee.

C. PARTICIPANT ELIGIBILITY SERVICES AND FEES (IF APPLICABLE)

Does Services calculate eligibility date? yes no

Annual Calculation Fee: \$ _____.

_____ % of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

D. EMPLOYER CONTRIBUTION SERVICES AND FEES (IF APPLICABLE)

Does the Plan provide for pre-tax deferral contribution? yes no

Does the Plan provide for after-tax contribution? yes no

Does the Plan provide for catch-up contribution? yes no

Does the Plan provide for match contribution? yes no

Is Services calculating the matching contribution amount? yes no

Annual Calculation Fee for matching contribution: \$ _____.

Does the Plan provide for profit sharing contribution? yes no

Is Services calculating the profit sharing contribution amount? yes no

Annual Calculation Fee for profit sharing contribution: \$.

Does the Plan provide for QNEC contribution? yes no

Is Services calculating the QNEC amount? yes no

Annual Calculation Fee for QNEC: \$.

Does the Plan provide for forfeiture reallocation? yes no

Is Services calculating Forfeiture reallocation? yes no

Annual Calculation Fee for Forfeiture reallocation: \$.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

E. LOAN, HARDSHIP AND WITHDRAWAL SERVICES AND FEES (IF APPLICABLE)

Are services with respect to loans being provided? yes no

Are paperless general purpose loans being provided? yes no

New Loan Set-Up Fee: \$ per loan per participant.

Loan Maintenance Fee: \$ per quarter the loan is outstanding.

Are services with respect to hardships being provided? yes no

Are services with respect to in-service withdrawals being provided? yes no

Are paperless in-service withdrawals being provided? yes no

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

F. DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTION SERVICES AND FEES (IF APPLICABLE)

Are required minimum distribution services being provided? yes no

Required Minimum Distribution Fee: \$ _____ per distribution per participant.

Are services with respect to participant distributions being provided? yes no

Are services with respect to tax reporting of distributions and federal/state withholding being provided? yes no

Annual tax reporting fee: \$ _____ per distribution per participant.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

G. QUALIFIED DOMESTIC RELATIONS ORDER SERVICES (IF APPLICABLE)

Is Services reviewing qualified domestic relations orders? yes no

If yes, please complete the separate Domestic Relations Order Review Service Agreement referenced in the Fees and Charges section of this Agreement.

H. §401(K)/§401(M) DISCRIMINATION TESTING SERVICES AND FEES (IF APPLICABLE)

Are annual discrimination testing services being provided? yes no

Testing fee: \$ _____ per annual test.

Is interim discrimination testing being provided? yes no

Fee per interim test: \$ _____ .

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

I. §415(C) ANNUAL ADDITION LIMITATION TESTING SERVICE AND FEE (IF APPLICABLE)

Is section 415(c) annual addition testing being provided? yes no

Testing Fee: \$ _____ per test.

% of the fees specified above will be assessed directly against Participant

accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

J. §402(G) ELECTIVE DEFERRALS LIMITATION SERVICES AND FEES (IF APPLICABLE)

Is Services monitoring elective deferral limit for the Plan? yes no

Annual Monitoring/Notification Fee: \$.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

K. SERVICES' PROTOTYPE DOCUMENT PREPARATION FEE (IF APPLICABLE)

Is Services' non-standardized prototype document being provided? yes no

Prototype document preparation fee: \$.

If applicable, Services will assist in the preparation of a plan document and summary plan description ("SPD") utilizing Services' nonstandardized prototype document. Such documents must be reviewed and approved by Administrator's legal counsel prior to use.

Additional fees may also be assessed for the amendment of a plan document or SPD or the creation of a new plan document or SPD as a result of changes in applicable law or changes requested by Administrator. Document amendments or SPD modifications shall be performed only with respect to Services' nonstandardized prototype document and such services will no longer be provided to Administrator or the Plan in the event this Agreement is terminated..

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

L. COMPANY STOCK (IF APPLICABLE)

Does the plan hold Company Stock? yes no

Dividend treatment? Reinvested Pass Through

Annual Dividend Service Fee: \$.

Does the plan distribute
Company Stock in-kind? yes no

Annual In-kind Distribution Fee: \$.

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

M. PROXY LABEL/FILE SERVICES AND FEES (IF APPLICABLE)

Is this service being provided? yes no

Preparation of proxy labels or files for use by Administrator's designated transfer agent or proxy solicitor: \$ per set/file.

% of these funds will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

N. BROKERAGE FEE

Does the plan have a self-directed brokerage option? yes no

Brokerage Fee: \$.

O. CONVERSION FEE

Conversion Fee: \$.

\$ per day for each location in excess of one for which Services provides a representative.

P. 5500 PREPARATION FEE (IF APPLICABLE)

Is this service being provided? yes no

Signature Ready Form 5500 Preparation: \$ (per annual 5500).

If applicable, Services will prepare a Form 5500 and Summary Annual Report (SAR) for Administrator's signature based on data obtained through the regular course of providing plan recordkeeping services. The Administrator or other third party (such as an accountant, attorney, or consultant) must provide Services with any additional

information necessary to accurately complete the Form 5500.

If extraordinary services are required in connection with the preparation of a Form 5500, additional fees may be charged. However, no additional fees will be charged unless Administrator approves the extraordinary services and additional fees.

In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

Q. COMMUNICATIONS

Is Services providing enrollment kits? yes no

Is Services providing enrollment meetings? yes no

\$ _____ per day for each location for which Services provides a representative.

Is Services providing investment education meetings? yes no

\$ _____ per day for each location for which Services provides a representative.

Is Services providing Plan Sponsor Portal access? yes no

Is Services providing participant statements? yes no

Frequency of statements? Quarterly Annual

Is Services providing investment and market performance information? yes no

Annual Fee for investment and market performance information: \$ _____ .

Is Services providing administrative forms? yes no

Annual Fee for administrative forms: \$ _____ .

% of the fees specified above will be assessed directly against Participant accounts and all remaining fees will be billed directly to the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

R. EXTRAORDINARY SERVICES

In the event circumstances require or Administrator requests that Services provide extraordinary recordkeeping or administrative services to Administrator, the Plan or the Participants, including, but not limited to data clean-up, multiple iterations of testing, excessive refunds, or error corrections not caused by Services, Services reserves the right to inform Administrator that such extraordinary services may

involve additional fees, at Services' then-current hourly rates. Services will provide advance notice to the Administrator before providing such extraordinary services, whereupon the Administrator may approve or decline such extraordinary services.

If such extraordinary services are provided, Services will assess the fees against Administrator or the Plan, as directed by the Administrator. In the event fees billed directly to Administrator are not paid within 90 days after date of invoice, Services reserves the right to assess such fees directly against Participant accounts.

S. FEE HIERARCHY

Fees directly assessed against Participant accounts will be charged in the following order as to sources (or types of contribution) and funds (or investment option), until satisfied.

- Pro-rata across all sources and all funds.
- Pro-rata across all sources and all funds with employer stock last.
- Other

SOURCES	FUNDS

T. OTHER FEES AND SERVICES

U. INVESTMENT MANAGEMENT AND OUTSIDE FUND FEES

Administrator has selected the investment alternatives shown below as investment options for the Plan. The investment management fees applicable to such investment options, including mutual funds offered by American Century Investment Management or JPMorgan Fleming Asset Management, Inc., are current as of the date of this Agreement and are subject to change from time to time, as permitted by the Investment Company Act or other applicable law. Current fees will be reflected in the investment options' current prospectuses or other governing documents. Fees received by Services with respect to its servicing of investment products offered by unrelated investment managers are also current as of the date of this Agreement and may change from time to time.

EXHIBIT 2

TRUSTEE INFORMATION AND AUTHORIZED SIGNERS

1. TRUSTEE INFORMATION¹

(Please print)

JPMorgan Chase Bank

Trustee (or custodian for 403(b) plans)

3 Metro Tech Center, 5th Floor; Attn: Investor Services,

Address of trustee or custodian

Brooklyn

NY

11245-0001

City

State

Zip

Investor Services - James Bartley

Contact Person

(718) 242-5366

(718) 242-8896

Telephone Number

Fax Number

¹ Individual trustees, as applicable, should list the names of agents authorized to act on their behalf. Corporate trustees or custodians, as applicable, should list those individuals with authority to act on behalf of the corporation.

2. AGENTS/AUTHORIZED INDIVIDUALS

In its capacity as an agent on behalf of the Trustee, Services is authorized by Administrator to direct transactions, but only with respect to shares registered in the name of the Plan or trust.

Administrator directs Services and the Outside Funds that the following individuals are authorized by governing documents to provide direction to Services and the Outside Funds with respect to the Plan or trust. Services, its affiliated companies and its successors, officers and employees and the Outside Funds may rely on the authority of the named individuals until receipt of written notification to the contrary.

Unless Services and the Outside Funds receives written notification to the contrary, it will assume that only one signature of the individuals authorized in this Section is required to effect direction provided with regard to the Plan or trust.

Name (Please print)

Title

Signature

Name (Please print)

Title

Signature

3. ADMINISTRATOR CERTIFICATIONS

(Read these statements carefully before signing.)

I(We) have received the current prospectuses of the Plan's investment selections, listed in Exhibit 1 of this Agreement, and understand that their terms are incorporated in this Agreement by reference. We have selected investments in Exhibit 1 pursuant to our fiduciary responsibilities under the applicable governing documents of the Plan. I (We) agree that Services may rely on the information and representations provided in this Exhibit 2 until it receives actual written notice of any change therein. Any changes to the representations or elections made in this Exhibit 2 will be effective within five business days following the date Services receives actual written notice.

I (We) certify, under penalties of perjury, by signing this Agreement, that:

- The correct tax identification number of the trust or custodian bank is _____.
- The Plan Sponsor is **NOT** currently under IRS notification that part of its dividend and interest income is to be withheld as a result of its failure to report all dividend and interest income on its income tax return, i.e., backup withholding. *(Strike the word "NOT" if you have received IRS notification.)*
- The trust account established for the Plan is **exempt** from taxation under IRS Code Section 501(a) and therefore exempt from backup withholding and information reporting. *(Strike this statement if the trust account is not exempt or is subject to backup withholding.)*
- The undersigned has the authority to designate the authorized individual(s) named in this Exhibit 2.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name *(Please print)*

Title

Signature

Name *(Please print)*

Title

Signature