ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, ~~19~~___, by and between _____, a _____ corporation, with offices at _____ and _____, a _____ corporation, with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged ("Transactions") by electronically transmitting and receiving data in agreed ~~formats in substitution for on-line transmittal and/or for conventional paper-based documents~~; and

WHEREAS, the parties desire to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as, electronic data interchange ("EDI") Transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites.

1.1. Data Communications~~Documents: Standards~~. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibits may be revised by written agreement ~~of the Appendix, and transaction sets which the parties by written agreement add to the Appendix~~ (collectively "Documents"). Any transmission of data which is not a Document, a functional acknowledgement, a response document, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the ~~parties unless justifiably relied upon by the receiving party~~. All Data Communications ~~Documents~~ shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The Appendix to this Agreement is attached

hereto and made a part hereof; the Appendix and Exhibit(s) thereto hereafter are referred to as the "Appendix". In the event of a conflict between the provisions in the body of this Agreement and the Appendix, the Appendix will govern. Any modification of the provisions contained in the body of this Agreement will be set forth on the Appendix.

1.2. Third Party Service Providers.

1.2.1. Data Communications Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with whom which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice.

1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer (below defined) and the receiving party shall pay all costs to retrieve the data.

1.2.3. Neither Each party controls or warrant the performance of a Provider to the other. Neither party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party.; provided, that if both the parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document. This provision does not limit any claim of a party against a Provider in respect of any act or omission.

1.3. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Data CommunicationsDocuments. Any special data retention requirements shall be set forth in the Appendix.

1.4. Security Procedures. Each party shall properly use those security procedures, including those specified in the Gas Industry Standards Board ("GISB") standards and the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Data CommunicationDocuments are authorized and to protect its business records and data from improper access. The manner in which public encryption keys are to be changed or exchanged will be specificed in the Appendix.

1.4.1   Security Key Exchanges. The parties shall maintain a "public key" used to facilitate private electronic communication. The parties shall change their public key on a routine schedule set forth in the Appendix. However, in emergency situations in which it is necesary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide

to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone, or by other comparable means. telphonic verification between designated representatives of each party.

1.5. Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained, where required, in the Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.

Section 2. Transmissions.

2.1. Proper Receipt. Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Appendix as evidenced by the receipt by sender of the HTTP response initiated by receiver. The HTTP response shall specify the date and time of receipt of a Doument at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sender, io if the HHTP response indicates an error.

The Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox or Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as the receiving party's electronic mailbox or URL provided by the receiving party's Provider.

2.2. Verification.

2.2.1. Upon proper receipt of any Document, the receiving party shall verify that the Document originated form an authorized trading partner, and process the decryption of the Document. If the Document is verified and the decryption is successful, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.

2.2.2.   For the purposes of this Agreement, a "functional acknowledgment" means an ASC X.12 Transaction Set 997, which confirms a Document (in the format specified by such acknowledgment) has been received and whether all required portions of the Document are syntactically correct, but which does not confirm the substantive content(s) of the related Document.

2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document" Transaction Set as a substitute for or in addition to an ASC X.12 Transaction Set 997. A "response document" confirms that a Document (in the format specified by such acknowledgment) has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document. If the parties designate a response document as a substitute for a functional acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments shall apply to such response documents.

2.2.4.   If there has been a proper receipt by sending party of   a~~A~~ functional acknowledgment~~,~~ or a response document ~~that has been designated in the Appendix as a substitute for a functional acknowledgment~~, and such functional acknowledgement or response document indicates an error, neither party shall rely on the Document and sending party shall contact receiving party to determine the status of the Document and arrange a recommunication of the Document. If there has been proper receipt by sending party of a functional scknowledment or response document which does not indicate any error, the functional acknowledgement or response document shall constitute conclusive evidence a Document has been properly received.

2.2.5. ~~Except as to conditions governed under Section 2.4, I~~in the event the receiving party fails to promptly and properly transmit a functional acknowledgment or response document in return for a properly received Document, where required, the originating party's records of the contents of the Document shall control.

2.3. Acceptance. If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

~~2.4. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice and where a functional acknowledgment or response document has resulted, the originating party's records of the contents of such Document shall control.~~

2.5.   Retransmissions. If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Timeframe indicated in the Appendix, the originating party shall retransmit the Document.

Section 3. Transaction Terms.

3.1. Terms and Conditions.   This Agreement is intended to faciliateTransactions subject to be considered part of any other underlying written agreement(s) between the parties concerning the Transactions (e.g. transportation or sales). referencing it or referenced in the Appendix. In the event of conflict with underlying written agreement(s), the terms and conditions of the underlying agreements shall control.

In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to [CHOOSE ONE]:

[A] those terms and conditions, including any terms for payment, included in the Appendix.

[B] the terms and conditions included on each party's standard printed applicable forms attached to or identified in the Appendix [as the same may be amended from time to time by either party upon written notice to the other]. The parties acknowledge that the terms and conditions set forth on such forms may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such Transaction will be resolved as if such Transaction had been effected through the use of such forms.

[C] such additional terms and conditions as may be determined in accordance with applicable law.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.   Notwithstanding the foregoing and Section 4.1 of this Agreement, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5, by written agreement between the parties, or by applicable law.

3.3. <u>Validity: Enforceability</u>.

3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of <u>Data Communications</u>~~Documents~~ specifying certain of the applicable terms.

3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature Code ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 3.1.

3.3.4. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. <u>Miscellaneous</u>.

4.1. <u>Term</u>. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2. Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3. Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state [commonwealth], [province] of _____, excluding any conflict-of-law rules and principles of that state [commonwealth] [province] which would result in reference to the laws or law rules of another jurisdiction.

4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.6. ***Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages or expenses arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from electronic transmissions under this Agreement shall be set forth in the Appendix.***

4.7. Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Appendix to the addressee party at such party's address as set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

4.8. Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.9 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute but one and the same instrument.

4.11 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
parties	Header
Transactions	Recital
electronic data interchange, EDI	Recital
Data Communications	Section 1.1.
Documents	Section 1.1
Appendix	Section 1.1
Provider	Section 1.2.1
Signature Code(s)	Section 1.5
Public Key	Section 1.4.1
Uniform Resource Locator, URL	Section 2.1
Receipt Computer	Section 2.1
functional acknowledgment	Section 2.2.2
response document	Section 2.2.3
Acceptance Document	Section 2.3
Retransmission Timeframe	Section 2.5
Signed Documents	Section 3.3.2
Legal Entity Common Code	Appendix
Electronic Delivery Mechanism	Exhibit I-XXX, Section 1

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name:_____   Company Name:_____

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE _____

TO BE EFFECTIVE _____ (DATE)

COMPANY NAME   _____

STREET ADDRESS _____

CITY   _____   STATE/PROVINCE/COMMONWEALTH

_____

ZIP/POSTAL CODE _____

ATTENTION

_____

(NAME, TITLE)

PHONE   _____   FAX   _____

OTHER NOTICE METHOD & ADDRESS

_____

LEGAL ENTITY COMMON CODE (D-U-N-S® Number[1]) _____

PROVIDER NAME (If any)   _____

COMPANY NAME   _____

STREET ADDRESS _____

CITY   _____   STATE/PROVINCE/COMMONWEALTH

_____

ZIP/POSTAL CODE _____

ATTENTION

_____

(NAME, TITLE)

PHONE   _____   FAX   _____

OTHER NOTICE METHOD & ADDRESS

_____

LEGAL ENTITY COMMON CODE (D-U-N-S® Number[1])_____

PROVIDER NAME (If any)   _____

ALLOCATION OF COSTS:

Sender: [Pays all costs to get its data to the receiving party's Receipt Computer.]

xxixxvixvi

Receiver: [Pays all costs to retrieve the data.]

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1   A registered trademark of Dun & Bradstreet Corporation

APPENDIX

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATE _____

TO BE EFFECTIVE _____ (DATE)

COMPANY NAME: _____

RECEIPT COMPUTER (URL or Electronic Mailbox) _____

ISA QUALIFIER _____ ISA ID _____

COMPANY NAME: _____

RECEIPT COMPUTER (URL or Electronic Mailbox) _____

ISA QUALIFIER _____ ISA ID _____

(The foregoing section may be in the Appendix or in each Exhibit, but must be in one or the other place.)

LIST OF EXHIBITS

EXHIBIT NUMBER	TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	DATE EXHIBIT ENTERED INTO

All Exhibits attached hereto are to be considered attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all purposes set forth in this Appendix and the attached Exhibit(s).

COMPANY NAME:_____   COMPANY NAME:_____

BY: _____   BY: _____

PRINTED NAME: _____   PRINTED NAME: _____

TITLE: _____   TITLE: _____

EXHIBIT I-XXX (Sequential Number)
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATED _____
TO BE EFFECTIVE _____ (date)
COVERING TRANSACTION SET NUMBER_____

1. **TRANSACTION SETS:**
   Check all applicable transaction sets.

TRANSACTION SET NUMBER	NATURAL GAS DOCUMENT NAME	ORIGINATING PARTY (INDICATE DOCUMENT ID)	RECEIVING PARTY (INDICATE DOCUMENT ID)	FUNCTIONAL ACKNOWLEDGEMENT (FA) OR RESPONSE DOCUMENT (RD) SUPPORTED?
865	Allocation Statement			
843	Capacity Release - Bid Review			
840	Capacity Release - Electronic Withdrawal Upload			
843	Capacity Release - Firm Transportation & Storage-Withdrawal			
840	Capacity Release - Firm Transportation & Storage			
843	Capacity Release - Firm Transportation & Storage- Award Notice			
864	Capacity Release - Notes/Special Instruction			
840	Capacity Release - Operational Available & Unsubscribed Capacity			
846	Capacity Release - Response to Upload of Request for Download			
840	Capacity Release - System-Wide Notices			
846	Capacity Release - Upload of Request for Down Load			
840	Capacity Release - Upload to Pipeline of Prearranged Deal (UPPD)			
843	Capacity Release - UPPD - Bidder Confirmation			
824	Capacity Release - UPPD - Bidder Confirmation Validation			
843	Capacity Release - UPPD - Validation			
567	Capacity Release - UPPD Final Disposition			
840	Capacity Release - UPPD-Notify and Request to Confirm			
850	Confirmation Res ponse			
811	Invoice			
811	Imbalance			
867	Metered Volume Statement Audit			
867	Metered Informational Statement			
850	Nomination			
855	Nomination Quick Response			
820	Payment Order/Remittance Advice			
860	Pre-determined Allocation			
865	Predetermined Allocation - Quick Response			
865	Operator Scheduled Quantity			
855	Request for Confirmation			
865	Shipper Scheduled Quantities			
822	Statement of Account			

1. DOCUMENT SPECIFIC OPERATING INFORMATION:
   (This section covers only the originating Document and its Functional
   Acknowledgment or identification and timing of substitute Response Document.)

   NATURAL GAS DESCRIPTIVE NAME _____
   ASC X12 VERSION/RELEASE NO. _____

   ELECTRONIC DELIVERY MECHANISM (The method used to electronically transmit
   transactions, such as those in EDI format, to a trading partner) - INTERNET:

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		

2	EDI CONTACT PHONE NUMBER		
3	PROVIDER NAME (if different from that in the Appendix)		
4	RECEIPT COMPUTER URL (host name or IP address, any non-standard port, directory, program name, as necessary)		
0	— Basic Authentication userid		
0	— Basic Authentication password		
0	— HTTP from/to tag		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE		
8	FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N)	N/A	
9	FA RETURN TIME FRAME	N/A	
10	RESPONSE DOCUMENT (RSP) NUMBER/NAME	N/A	
11	FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE	N/A	
12	RSP RETURN TIME FRAME	N/A	
13	ACCEPTANCE DOCUMENT (ACPT)	N/A	
14	FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE		N/A
15	ACPT RETURN TIME FRAME	N/A	
16	RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)		N/A

EXHIBIT ~~I-XXX (Sequential Number)~~

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

~~COVERING TRANSACTION SET NUMBER _____~~

2.   STANDARDS: Specify all applicable standards and the issuing organizations.

_____

_____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the Transaction(s) contained in this Exhibit.

3.   INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.

_____

_____

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4.   SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption, authentication, and PGP version .)

_____

_____

4.1 PUBLIC ENCRYPTION KEY EXCHANGE PROCEDURES:

a) Contact for public encryption key exchange (emergency and scheduled)

_____

b) Method of contact and related information (phone number and/or e-mail address)

_____

c) Chosen electronic method of key exchange

_____

d)   Scheduled public encryption key exchange procedures including frequency

_____

e) Emergency public encryption key exchange procedures

_____

EXHIBIT ~~I-XXX (Sequential Number)~~

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

~~COVERING TRANSACTION SET NUMBER _____~~

f)   Verification procedures to confirm appropriate exchange of public encryption keys

_____

_____

g) Other

_____

_____

5.   TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

_____

_____

6.   DATA RETENTION (If no special data retention procedures have been agreed upon, enter "None".)

_____

_____

7.   REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

_____

_____

_____

EXHIBIT I-XXX (Sequential Number)

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

COVERING TRANSACTION SET NUMBER _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)

_____

_____

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)

_____

_____

10. Is the data element "transaction set" supported in the HTTP envelope (Yes/No)

_____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

COMPANY NAME: _____   COMPANY NAME: _____

BY: _____   BY: _____

PRINTED   PRINTED

NAME _____   NAME _____

TITLE: _____   TITLE _____