

403(B) INFORMATION SHARING AGREEMENT

ACCOUNT NUMBER:

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Name of Employer _____ (“Employer”)

Pursuant to the Income Tax Regulations section 1.401-12(n), the Internal Revenue Service (the “IRS”) has approved Pershing LLC (the “Custodian”) to act as a non bank custodian for accounts described in sections 403(b)(7) of the Internal Revenue Code (the “Code”). In that capacity, the Custodian performs passive custodial duties. It has no discretion to direct any investments of a custodial account. The Custodian keeps records of all contributions, receipts, investments, distributions, disbursements and all other transactions occurring in the custodial account and performs distribution tax reporting to the IRS as required.

Pursuant to this agreement and any other associated agreements or contracts, the Custodian is accepting an exchange of assets from another 403(b) contract/custodial account within the Employer’s 403(b) plan.

I. EMPLOYER REPRESENTATIONS TO CUSTODIAN

The Employer represents to the Custodian that the Employer maintains (or will maintain on or before January 1, 2009, or such later compliance date as may be established) a written plan complying with the regulations under section 403(b) of the Code, and that among other things, the written plan provides for the exchange.

The Employer represents to the Custodian that the distribution restrictions imposed under the receiving contract/custodial account are not less stringent than those imposed under the transferor contract.

The Employer represents to the Custodian that the accumulated benefit under the receiving contract/custodial account immediately after the exchange is at least equal to the accumulated benefit under the transferor contract immediately prior to the exchange.

The Employer represents to the Custodian that it will notify the Custodian promptly in writing in the event that it ceases to be an eligible employer under Code section 403(b) or to maintain the plan.

The Employer represents that its 403(b) arrangement [is or is not] (Please check one) subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and will notify the Custodian immediately if this representation ceases to be true.

II. INFORMATION SHARING BETWEEN EMPLOYER AND CUSTODIAN

The Employer and Custodian, agree to, from time to time in the future, provide each other with the following information:

- Information necessary for the resulting contract/custodial account, or any other contract/custodial account to which contributions have been made by the Employer, to satisfy Code section 403(b), including information concerning the participant’s employment and information that takes into account other Code section 403(b) contracts/custodial accounts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distribution restrictions in Treasury Regulation section 1.403(b)-6 and whether the hardship withdrawal rules of Treasury Regulation section 1.403(b)-6(d)(2) are satisfied.)
- Information necessary for the resulting contract/custodial account, or any other contract/custodial account to which contributions have been made by the Employer, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Code section 72(p)(2) so that the loan is not a deemed distribution under Code section 72(p)(1)).
- Information regarding the participant’s basis under Code section 72 in the amount rolled over, in the event an eligible rollover distribution is received that includes after-tax employee contributions or designated Roth contributions.
- Any other information necessary to ensure compliance with applicable laws and regulations.

III. GENERAL PROVISIONS

If permissible under applicable laws and regulations, the Custodian reserves the right to delegate and/or assign its obligations under this agreement to any third party record-keepers of its choice without prior consent or notice to the Employer.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Employer and the Custodian.

This agreement shall be governed by and construed in accordance with the internal laws of the State of New York, and any applicable US Treasury Regulations.

Name of Authorized Representative of Employer

Signature of Authorized Representative of Employer

Date

Teri Manton

Name of Authorized Representative of Custodian



Signature of Authorized Representative of Custodian

9/19/07

Date

