

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									
--------------------------------	--	--	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Section 4: Background Information

Please attach details for any question answered yes.

- a) Has any insurance license ever held by you been refused, suspended, revoked or been the subject of any administrative action by any state? Yes No
- b) Have you ever filed for bankruptcy, pled guilty or nolo contendere to, or been found guilty of felony or misdemeanor charges including motor vehicle infractions at any time? Yes No
- c) Are you now the subject of any complaint, investigation or proceeding which could result in a "yes" answer to any of the above questions? Yes No
- d) Are any judgments or suits pending against you, your firm? Yes No
- e) List life insurance companies which your firm currently transacts business _____
- f) Are you/is your firm currently in debt to any life insurance company? Yes No
- g) May we contact your present carriers? Yes No

Section 5: Employment History

History must cover past 5 years. Attach separate sheet if necessary.

_____	_____	_____	_____		
From	To	Company Name	Position		
_____		_____	_____	_____	_____
Contact Person	Street Address		City	State	Zip
_____	_____	_____	_____		
From	To	Company Name	Position		
_____		_____	_____	_____	_____
Contact Person	Street Address		City	State	Zip

Section 6: Code of Conduct Agreement

I have read the Company's Ethics Guide and certify that I understand, and will comply with, the Company's policies, procedures, and code of ethical market conduct.

By signing below I acknowledge that I will make recommendations and present products consistent with the insurable needs and financial objectives of my client; I will provide honest and accurate disclosure of information so that my clients can make an informed buying decision; I will establish and maintain the trust of my clients by treating them with respect and by delivering them quality service; I will maintain the privacy of my clients by protecting their confidential information; I will refrain from disparaging competitors; I will make every attempt to further my education and will maintain awareness of industry laws and company procedures; I will communicate any client concerns or complaints to the Company in a timely manner and will notify the Company of any violation of the ethical conduct code; and I will maintain a current license and valid appointment in all states in which I solicit the sale of the Company products to consumers.

Statements made herein are representations upon which the Company may rely when considering my request for appointment. This information is complete and accurate to the best of my knowledge and belief. I understand and agree that, if appointed, any material misrepresentation of facts herein provided may be the basis of termination.

Signature

Date

Section 7: Consent to Request Consumer Report and/or Investigative Consumer Information

I understand that the Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for employment and/or application for appointment.

I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on your credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics or mode of living, whichever are applicable. I understand such information may be obtained through personal interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature or scope of the investigation conducted.

I hereby consent to this investigation and authorize the Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information.

I agree the Company has the right to release any information revealed by this investigation to any State requiring it.

Driver's License Number

State

Signature

Date

Commission Direct Deposit Request

Fidelity Life Association, A Mutual Legal Reserve Company (FLA/"the Company")

Administrative Offices
1211 West 22nd Street
Suite 209
Oak Brook, IL 60523
630-522-0392

In order to initiate the direct deposit of commission earned during the period of your appointment with the Company, the following information must be completed.

Please Print

Agent/Agency Name

Date

Business Phone

Fax Number

Email Address

SSN/TIN

This account is (check one):

Checking Account

Savings Account

Account Name

9 Digit ABA Number

Account Number

Bank Name

City

State/Zip Code

To assist in sending a confirmation that your direct deposit request has been processed, please provide your business address information.

Name

Street/PO Box

City, State, Zip Code

Note: Please do not assume that your commission will be deposited into your account because you have direct deposit. Always check your commission statement to determine the amount deposited into your account. Allow at least 3 business days for direct deposit to be processed into your account.

Questions regarding this information can be directed to the Commission Department 630-522-0392.

Agent Signature

Mail to: Fidelity Life Association, 1211 West 22nd Street, Suite 209, Oak Brook, IL 60523
(attach a voided or cancelled check from your banking institution)

Or Fax to: Fidelity Life Association, 630-522-0397

You are responsible for ensuring all information is correct.

**General Agent Application
Organization**

 Check one: corporation partnership sole proprietorship

Name under which requested contract(s) to be held

Address _____

City _____ State _____ Zip _____

Business phone _____ Fax _____ email _____

Social Security or IRS Tax ID # (circle one) _____

How long at above address? _____ If less than three (3) years, indicate previous address:

How long has this firm been in business? _____ If less than five (5) years, what was your previous line of business?

 Have you done business under any other name(s)? Yes No If "yes", list other name(s):

How many sales representatives are contracted or employed through your firm? _____

How many representatives are currently life insurance licensed through your firm? _____

In what states do you currently/intend to transact business? _____

Please list all corporate life insurance licenses currently held.

	State	License Number	Life	Variable Ann.	Variable Life
Resident License					
Non-Resident License(s)					

Insurance companies through which your firm currently transacts business:

How would you classify your firm? (check one that generally describes your organization):

1. National Wirehouse
2. Regional Brokerage Firm
3. Local Brokerage Firm
4. Broker/Dealer for independent agents or financial planners. If so, in which states or regional areas do you operate? _____
5. Independent Broker/Dealer affiliated or owned by an insurance company
6. Third Party Marketing Organization providing wholesale and/or brokerage facility to distribute products in the following market(s) bank broker/dealer insurance agents
7. Insurance agency/Financial Planner
8. Insurance Brokerage
9. Personal Producing General Agent

Statements made herein are representations upon which the Company may rely when considering my/our request for appointment as its representative. This information is complete and accurate to the best of my/our knowledge and belief. I/we understand and agree that, if appointed, any material misrepresentations of fact may be the basis for termination for cause of such agency agreement.

I understand that the Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for appointment. I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on your credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics, mode of living, whichever are applicable I understand such information may be obtained through person interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under the Fair Credit Reporting Act; and 2) receive disclosure of the nature of scope of the investigation conducted.

I hereby consent to this investigation and authorize the Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information. I agree the Company has the right to release any information revealed by this investigation to any State requiring it.

Signature of Applicant

Date

FIDELITY LIFE ASSOCIATION, A MUTUAL LEGAL RESERVE COMPANY1211 West 22nd Street, Suite 209

Oak Brook, Illinois 60523

GENERAL AGENT'S AGREEMENT

In this AGREEMENT, the words your and yours refer to the General Agent named on the last page of this AGREEMENT and the words us, we, our and Company refer to the Fidelity Life Association, a mutual legal reserve company.

Upon the signing of the AGREEMENT you and the Company agree as follows:

1. APPOINTMENT

We appoint you to represent us as set forth below:

2. AUTHORIZATION

We authorize you (i) to solicit personally, and through Producers recruited by you and appointed by us, applications satisfactory to us for policies of life insurance and annuity contracts specified in the attached SCHEDULE OF COMMISSIONS AND ALLOWANCES and to send those applications to us, (ii) to collect the initial premium for those policies and contracts (iii) to promptly send those premiums to us, and (iv) to make proper delivery of policies and contracts issued by us. All these activities shall be conducted in accordance with our rules and requirements governing them and it is agreed that:

- A. All applications for our policies and contracts shall be made on our forms and completed applications and supporting documents shall be considered our property and promptly delivered to us.
- B. All applications submitted to us shall be evaluated in accordance with our underwriting rules and regulations and any assumptions of legal liability on them shall be made at our sole discretion. All applications are subject to acceptance by the Company at its sole discretion.
- C. All checks or money orders for initial premiums shall be drawn to our order unless prior written approval to designate another payee has been granted by an authorized officer of the Company and no such check or money order shall be endorsed by you, your Producers or employees.
- D. The full amount of the initial premium for the mode of premium selected must be collected by you, or your Agents or Brokers on or before delivery of any life insurance policy or annuity contract.
- E. All money you, your Producer receive as payment of any premium on our policies or contracts shall be held in a fiduciary capacity only and promptly sent to the Company.

Further, you are authorized to recruit Producers to represent you in the solicitation of insurance as authorized in this AGREEMENT and to recommend them to us for appointment. In all cases, however, we reserve the right to refuse to appoint any such proposed Agent or Broker.

You may contract directly with Producers under agreements suitable for governing the solicitation of insurance as authorized by us. In the event you request us to pay commissions earned by your Agents or Brokers directly to them or to provide you with separate checks for the commissions earned by them, then you shall use the printed forms furnished by us. *None of these agreements shall be in force until we receive notice of your intention to use them and the notice has been acknowledged in writing by an officer of the Company.*

3. LIMITATION OF AUTHORITY

Unless provided in this AGREEMENT, you shall have no authority to:

- A. alter, modify, waive or change any of the terms, rates or conditions of our applications, policies or contracts, or any other Company form;
- B. make any representations to any person concerning the policies or contracts covered by the AGREEMENT except as may be contained in the sales literature, rate manual, material and advertising furnished by us or previously approved in writing by an authorized officer of the Company;
- C. print, publish, use or disseminate any advertisement, sales literature, circular, policy analysis, mailing piece or other document relating to policies or contracts to be marketed under this AGREEMENT or relating to us unless such material has been first submitted to us for review and such printing, publication, use or dissemination has been authorized in writing by an authorized officer of the Company. Any such use shall be subject to any terms, conditions or limitations which may be imposed by us in the Authorization.
- D. incur any indebtedness whatsoever on behalf of or in the name of the Company.

4. RESPONSIBILITIES OF THE PARTIES**A. RECORDS**

you will keep proper records and accounts as specified by us relating to the business transacted under the authority of this Agreement. We reserve the right during regular business hours, to review and make copies of these records or accounts.

Upon request you will account in the manner prescribed by us for all Company materials provided to you.

B. LICENSING

As long as this AGREEMENT remains in force, you and any Agents or Brokers that you recruit shall maintain the appropriate state insurance license and we shall obtain necessary state appointments for you and your Producers. You agree to maintain signed copies of all documents submitted for license and appointment requests. You agree to promptly advise the Company in writing if you or any Producer you recruit have, (i) had an insurance license terminated or suspended in any jurisdiction or, (ii) been convicted of any felony involving dishonesty or breach of trust.

C. CONDUCT

you will conduct your activities as authorized in this AGREEMENT in accordance with all laws and regulations in force in the jurisdictions in which you are authorized to transact business.

D. SUPERVISION

You agree to supervise your Producers who solicit applications for our insurance policies and contracts as provided in this AGREEMENT and to cause them to comply with all rules, regulations, and obligations imposed on you.

E. INDEMNIFICATION

You shall be responsible to us for your acts and the acts of your Producers and shall indemnify and hold us harmless from any loss or expense on account of any acts by you or any of your Agents or Brokers which are not authorized by the terms of this AGREEMENT.

F. COOPERATION

You and the Company agree to cooperate fully with each other in any state or federal regulatory investigation or proceeding to the extent that it is related to matters pertaining to this AGREEMENT.

G. SUITABILITY

You shall routinely perform a review of each application submitted to us for compliance with company and any applicable State guidelines.

H. PRIVACY

You agree that your activities conducted under the Agreement, and any use or disclosures of information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations, and ordinances.

I. USA PATRIOT ACT

You understand and acknowledge that the Company and its employees are committed to complying with the USA Patriot Act, including its anti-money laundering rules and the regulations thereunder. You further acknowledge that you have enacted similar policies (where applicable) and that you are in compliance with applicable sections of the USA Patriot Act and the regulations thereunder.

J. IMSA

You understand and acknowledge that the Company is certified as a member of the Insurance Marketplace Standards Association (IMSA). IMSA is an independent, voluntary association created by the life insurance industry to promote high standards of ethical market conduct in advertising, sales, and service for individual life insurance and annuity products.

5. RESERVATION OF RIGHTS

In addition to other rights set forth in this AGREEMENT, we specifically reserve the right to (i) modify or amend any policy or contract form or its premium rates, (ii) discontinue or withdraw any policy or contract form from any state, (iii) fix maximum and minimum limits on the amounts for which any policy or contract form may be issued, (iv) modify or alter the conditions or terms under which any policy or contract form may be sold, (v) cease doing business in any state, (vi) amend, modify, delete or add any Company rule or regulation upon giving you written notice of the change, and (vii) require that you be bonded in a manner and amount which bears a reasonable relationship to the composition and volume of your business with the Company.

6. COMMISSIONS

We will pay you as full compensation for services rendered commissions and/or service allowances at the rates provided and subject to the terms and conditions contained in the attached SCHEDULE OF COMMISSIONS AND ALLOWANCES. These commissions and or allowances shall accrue only with respect to premiums paid in cash to the Company for policies or contracts actually issued by us pursuant to applications procured by you or your Producers while this AGREEMENT remains in force and bearing your name and/or the name of one or more of your licensed Agents or Brokers.

We reserve the right to change the rates and any of the terms and conditions set forth in the SCHEDULE OF COMMISSIONS AND ALLOWANCES at any time by giving written notice to you. You agree to immediately communicate any such changes to all Producers recruited by you including those to whom the Company pays commissions directly. The notice shall be effective on the date set forth on the new SCHEDULE and any commissions and/or service allowances accruing with respect to policies or contracts we issue pursuant to applications received in our home office from you or your Agents or Brokers after that date shall be paid as provided in the new SCHEDULE.

7. TERMINATION

This AGREEMENT shall be subject to immediate termination at any time by you, or by the Company, upon receipt of written notice to the other party. The notice shall be delivered personally or mailed to the last known address of the other party via United States Mail. This AGREEMENT shall automatically terminate if any one of the following events occur:

1. You die or are adjudged legally incompetent (or for a corporation, it is dissolved). In event of death of the General Agent, such compensation as may be due under this AGREEMENT shall be payable to the estate of the General Agent. If the General Agent is a partnership, then upon death of any partner, the Company shall continue to pay such compensation as may become due under this AGREEMENT to the partnership unless or until properly notified to the contrary in writing by any party claiming interest in such compensation.
2. You cease doing business in the legal format indicated above your signature on this AGREEMENT.

In the event of termination as provided in this AGREEMENT:

1. Any commissions or allowances remaining payable to you shall be paid in accordance with the provisions contained in the SCHEDULE OF COMMISSIONS AND ALLOWANCES;
2. The Company reserves the right at its discretion to appoint a licensed agent to serve the business produced under this AGREEMENT;
3. You or your legally appointed representative agree, upon demand, to deliver all of the Company's property to us and shall, upon demand, repay any existing indebtedness owed to us;
4. You or your legally appointed representative shall carry out all residual obligations which arose while this AGREEMENT was in force;
5. If any payments to you under this AGREEMENT fail to exceed \$1,000.00 in any calendar year, we shall, after the end of such year, have the option, exercisable in our sole discretion, of purchasing from you any future commissions and allowances payable for their present value. "Present Value" as used here means the value of such commissions and allowances determined by us on the basis of accepted actuarial practices.

This AGREEMENT may be terminated for cause if you or your employees or Agents or Brokers have wrongfully withheld any funds, property or documents belonging to the Company; have misrepresented any product or service offered by or through the Company; or have failed to comply with the terms of this AGREEMENT or the Company's rules and regulations currently in force or later brought to your attention. Upon termination for cause, you shall have no further rights or privileges under this AGREEMENT, and all monies including any fees, or other compensation or first year or renewal compensation otherwise payable under this AGREEMENT shall be immediately forfeited.

8. INDEBTEDNESS

Any indebtedness owed at any time by you or your Producers to the Company under this AGREEMENT shall be a first lien against the total of any amounts due you under the terms of this AGREEMENT from the Company.

The Company may offset against any claim for compensation payable by the Company to the General Agent under this AGREEMENT or under any other agreement with the Company or with any affiliate of the Company now or hereafter existing, any existing or future indebtedness of the General Agent to the Company or to any affiliate of the Company and any advances heretofore or hereafter made by the Company or by an affiliate to the General Agent.

Any such indebtedness may be debited to your account or you may be required to repay such amount immediately. In the event we are required to pursue formal collection procedures in order to collect any indebtedness under the terms of this AGREEMENT, you agree to be responsible for any expense incurred by us, including but not limited to the fee of a collection agent, attorney, or other costs, including court costs.

9. RELATIONSHIP

You shall be deemed to be an independent contractor and you shall be treated as such for all purposes including but not limited to federal and state taxation, withholding (other than FICA Taxes required for full time life insurance agents pursuant to Section 3121 (D)(3) of the Federal Internal Revenue Code), Unemployment Insurance, and Workers Compensation. Nothing contained in this AGREEMENT shall be deemed to make you, your Producers or any of your employees an employee of the Company. You shall be free to exercise your own judgment and discretion as to the persons you recommend for appointment as agents, as to the persons from whom you or your Producers solicit applications, as to the time and place of solicitation, and as to the methods by which the desired results are to be obtained, but we may, from time to time, prescribe rules with respect to conduct of the business, which you agree to observe. You shall be permitted to work any hours you choose. You shall be permitted to work out of your own office or home. We reserve the right to provide you with an office, clerical support and supplies for your business use. You shall bear your own expenses, including but not limited to automobile travel and entertainment expenses.

10. COMPANY MATERIALS

Any manuals, guides, books, tapes, programs, and any other materials relating to the Company or our products and information contained in them, whether developed by us and delivered to you from time to time or developed by you with our approval as provided in this AGREEMENT shall remain the sole and exclusive property of the Company; and shall be used solely in the solicitation of applications for policies and contracts covered by this AGREEMENT; and may not be reproduced, disclosed, distributed or otherwise divulged in any way without the prior written approval of an authorized officer of the Company. Upon

termination of this AGREEMENT, such materials shall be promptly returned to the Company.

11. ASSIGNMENT

No actual or purported assignment of this AGREEMENT or any commissions accruing under it or any interest in it shall be honored until a copy has been submitted to us and acknowledged by an authorized officer. In acknowledging any such assignment, the Company will not assume any responsibility for the validity or sufficiency of it. Any assignment shall be subject to any indebtedness owed to us then or later by you, or any of your Producers.

12. WAIVER

The forbearance or neglect of the Company to insist upon the performance of any terms of this AGREEMENT at any time or under any circumstances shall not constitute a waiver unless so agreed by you and an authorized officer of the Company in writing.

13. CONSTRUCTION

- A. To the extent this AGREEMENT may be in conflict with any applicable law or regulation, the AGREEMENT shall be construed in a manner consistent with such law or regulation.
- B. The invalidity or illegality of any provision of this AGREEMENT shall not be deemed to affect the validity or legality of any other provision of this AGREEMENT.
- C. This AGREEMENT shall be construed in accordance with the laws of the state of Illinois.

14. ENTIRE AGREEMENT

As of the last date below, this AGREEMENT, including all existing and subsequent amendments and materials attached to it, or incorporated by reference, including, but not limited to, Company rules, regulations, rate manuals, or commission schedules shall constitute the entire agreement between the parties and shall supersede any prior agreement or understanding of whatever nature between the Company and you relating to the solicitation of the types of products governed by the AGREEMENT. If any such agreement is in existence, it is hereby cancelled, except that on any business already issued, any commissions payable under the prior agreement shall, subject to all liens and assignments, continue to be paid in accordance with the terms of that agreement. This AGREEMENT in no way affects any contract or agreement which you may have with the Company pertaining to any other forms of insurance and annuities.

15. AMENDMENT

No amendment or waiver of the terms of this AGREEMENT (except as provided or reserved above) shall be effective unless it is in writing and signed by both you and an authorized officer of the Company.

In signing this AGREEMENT, you and the Company agree to comply with its terms and it shall be effective on the last date shown below:

GENERAL AGENT

Name of the General Agency: _____

By: _____
(title)

Check if applicable:

- A _____ (name of State) Corporation or;
- A partnership organized under the laws of the State of _____.

FIDELITY LIFE ASSOCIATION, A MUTUAL LEGAL RESERVE COMPANY

By: _____ Date: _____

Name: _____ Title: _____