

**NEW YORK STOCK EXCHANGE  
LISTING AGREEMENT FOR DOMESTIC COMPANY  
EQUITY SECURITIES**

The undersigned, being a duly authorized officer of:

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Full Legal Corporate Name of the Applicant Issuer

does hereby certify that this agreement is made pursuant to a resolution(s) adopted by the Applicant Issuer’s governing body to list on the New York Stock Exchange (the “Exchange”),

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(Title of Security)

(Par Value)

1. The Applicant Issuer certifies that it understands and agrees to comply with all current and future rules, listing standards, procedures and policies of the Exchange as they may be amended from time to time.
2. The Applicant Issuer agrees to promptly notify the Exchange in writing of any corporate action or other event which will cause the Applicant Issuer to cease to be in compliance with Exchange listing requirements.
3. The Applicant Issuer agrees to list on the Exchange all subsequent amounts of the security(s) to be listed which may be issued or authorized for issuance.
4. The Applicant Issuer agrees to furnish to the Exchange on demand such information concerning the Applicant Issuer as the Exchange may reasonably request.
5. For purposes of publicity related to the Applicant Issuer’s listing on the Exchange, the Applicant Issuer authorizes the Exchange to use the Applicant Issuer’s corporate logos, web site address, trade names, and trade/service marks in order to convey quotation information, transactional reporting information and any other information related to the Applicant Issuer’s listing on the Exchange.
6. The Applicant Issuer indemnifies the Exchange and holds it harmless from any third party rights and/or claims arising out of the Exchange’s or any affiliate’s use of the Applicant Issuer’s corporate logos, web site address, trade names, trade/service marks and/or the trading symbol used by the Applicant Issuer.

7. The Applicant Issuer will maintain a transfer agent and a registrar, as necessary, which satisfy the applicable requirements set forth in Section 601.00 of the Manual et seq.
8. The Applicant Issuer agrees to pay when due all fees associated with its listing of securities on the Exchange, in accordance with the Exchange's rules.
9. The Applicant Issuer agrees to file all required periodic financial reports with the SEC, including annual reports and, where applicable, quarterly or semi-annual reports, by the due dates established by the SEC.
10. The Applicant Issuer agrees to comply with all requirements under the federal securities laws and applicable SEC rules.
11. Nothing contained in or inferred from the listing agreement shall be construed as constituting the Applicant Issuer's contract for the continued listing of the Applicant Issuer's securities on the Exchange. The Applicant Issuer understands that the Exchange may, consistent with applicable laws and SEC rules, suspend its securities and commence delisting proceedings with or without prior notice to the Applicant Issuer, upon failure of the Applicant Issuer to comply with any one or more sections of the listing agreement, or when in its sole discretion, the Exchange shall determine that such suspension of dealings and delisting is in the public interest or otherwise warranted.

On this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Full Name of the Applicant Issuer)

attests that it is in full agreement with the terms and conditions contained herein,

By \_\_\_\_\_  
Name:  
Title: