

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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	x
	: CHAPTER 11
In re: QUEBECOR WORLD (USA) Inc., <u>et al.</u> ,	: Case No. 08-10152 (JMP)
Debtors.	: (Jointly Administered)
	:
	: x

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**STIPULATED ORDER OF PROTECTION**

**WHEREAS**, on January 21, 2008, the 53 Debtors in the above-captioned cases filed their voluntary petitions for relief (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); and

**WHEREAS**, on May 18, 2009, the Debtors filed their Third Amended Joint Plan of Reorganization (the “Plan”), which Plan became effective on July 21, 2009 (the “Effective Date”); and

**WHEREAS**, in connection with the Debtors’ emergence from the Chapter 11 Cases, Quebecor World (USA) Inc. changed its name to World Color (USA) Corp. and each of its affiliated Debtors changed its name to adopt the “World Color” name instead of the “Quebecor” or “Quebecor World” name, and, similarly, Quebecor World Inc., the Debtors’ Canadian parent, changed its name to World Color Press Inc; and

**WHEREAS**, on July 2, 2010, World Color Press Inc. was acquired by Quad/Graphics; nevertheless, pursuant to section 6.4(c) of the Plan, the Reorganized Debtors retained their “Quebecor” names for purposes of these Chapter 11 Cases in all respects (these entities are collectively referred to herein as the “Debtors”); and

**WHEREAS**, in connection with the resolution of certain proofs of claim filed in the Chapter 11 Cases, the Debtors are currently seeking to resolve disputes (collectively, the “Action”) with each of the Texas Comptroller of Public Accounts (“Texas Comptroller”) and Arizona Department of Revenue (“Arizona DOR”) regarding certain claims filed by the Texas Comptroller and Arizona DOR, respectively, in the Chapter 11 Cases in respect of certain sales and use tax and transaction privilege tax obligations, and Texas civil penalty claims related thereto, alleged to be owed by certain of the Debtors to each of the Texas Comptroller and Arizona DOR, as applicable, related to periods prior to the commencement of the Chapter 11 Cases through the Effective Date (collectively, the “Claims”); and

**WHEREAS**, the Debtors, the Arizona DOR and the Texas Comptroller (collectively, the “Parties,” with each referred to singly as a “Party”) are working cooperatively in order to streamline procedures for production of discovery between and among the Parties, and to that end, and in accordance with that certain scheduling order entered by the Bankruptcy Court incident to this Action, the Parties are currently engaged in document production and other discovery in connection with the resolution of the Claims; and

**WHEREAS**, in order to facilitate each Party’s timely production of discovery in response to requests made in this Action, the Parties have agreed upon and hereby wish to stipulate the terms and conditions based on which such Parties will produce documents and related discovery in this Action, including, without limitation, information and documentation that constitutes confidential, proprietary, or competitively-sensitive commercial information within the meaning of Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, or information or documentation entitled to protection under Section 107 of the Bankruptcy Code; and

**WHEREAS**, the Court finds that good cause exists for the entry of this Stipulated Order

of Protection;

**IT IS HEREBY STIPULATED AND AGREED** by and between the Parties to this Action, through their respective undersigned counsel, as follows:

1. Any Party in this Action that reasonably and in good faith believes information produced in this Action (whether through oral testimony, interrogatory answers, production of documents and things, answers to requests for admission or otherwise) to be a trade secret or other confidential research, development or commercial information entitled to protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, or entitled to protection under Section 107 of the Bankruptcy Code, may designate such information to be “Confidential” as specified below. The term “Confidential” is defined herein as information that the Party making the “Confidential” designation (the “Designating Party,” which term shall also include any Party asserting rights under Paragraph 4 of this Stipulated Order of Protection) in good faith believes is information not publicly known that would be valuable to the Designating Party’s actual and potential competitors and that the Designating Party would not normally reveal to third parties without an agreement to maintain its confidence. The term also includes competitive analysis, non-public financial information, competitive pricing information, strategic planning information and similar sensitive information the disclosure of which the Designating Party in good faith believes would cause direct harm to the competitive position of the Designating Party. Information so designated and marked as specified below will thereafter be subject to the provisions of this Stipulated Order of Protection.

2. Information shall not be designated as Confidential if:

a. it is, or becomes, public knowledge, as shown by publicly available writings or other information, other than through violation of the terms of this Stipulated Order of Protection; or

b. it is acquired from a non-party in lawful possession of such information and under no obligation to the owner of the information to keep it confidential, provided that a Party or the non-party producing the information may invoke the protections of this Stipulated Order of Protection as set forth in paragraphs 12 and 13 below, as applicable.

3. Information designated as Confidential shall be marked as follows:

a. Any information that is disclosed in writing (e.g., in a document or an interrogatory answer) shall be stamped or otherwise clearly marked Confidential on each page of the writing on which such information is disclosed. Stamping or marking the applicable page(s) of the writing as Confidential shall be done prior to production of the information by the Party producing such information (the "Producing Party");

b. Any information that is disclosed through any other means of production (e.g., production of tangible things) shall be labeled or otherwise clearly marked Confidential on each thing produced. Stamping or marking the portion of the thing as Confidential shall be done prior to production of the information by the Producing Party;

c. Any information that is disclosed by oral testimony (e.g., at a deposition, hearing or trial) shall be designated as Confidential by making an appropriate statement at the time of the testimony, or by so designating in writing within the later of (i) thirty (30) days after receipt of the deposition transcript by the Designating Party and (ii) thirty (30) days after entry of this Stipulated Order of Protection. All deposition transcripts shall be deemed Confidential until the thirty (30)

day period has expired. Any portion of each page of a transcript containing information that has been designated as Confidential shall be stamped or marked Confidential.

d. In the event that the Designating Party inadvertently fails to designate as Confidential any information that it has produced and that the Designating Party reasonably and in good faith believes should be so designated, the Designating Party may subsequently make such a designation by notifying opposing counsel in writing as soon as practicable. After receipt of such notification, the Party to whom disclosure has been made (the "Receiving Party") will treat the information as if it had been designated Confidential at the time that the information was produced, and, to the extent necessary, use reasonable efforts to retrieve such information from persons who are not entitled to receive such information. It is understood that no person or party shall incur liability with respect to any disclosure by the Receiving Parties of information designated that was inadvertently disclosed without proper designation by the Designating Party, provided that such disclosure by the Receiving Party or Parties occurred prior to the receipt of a notice of the inadvertent disclosure without proper designation.

e. With respect to any information received from a non-party in this Action, any Party that deems any such information to constitute their own Confidential information shall be allowed to designate such as Confidential. The Designating Party shall have the duty to exercise reasonable diligence to promptly notify the other Parties of the information that the Designating Party designates as Confidential within a reasonable time after the Designating Party receives copies of any such information.

4. Inadvertent disclosure of any information produced in response to discovery requests in this Action that a Designating Party later claims should have been withheld on grounds of a privilege, including, without limitation, the attorney client privilege and the work

product doctrine (collectively referred to hereinafter as an “Inadvertently Disclosed Privileged Information”), will not be deemed to waive any privilege or work product protection as to such information or the subject matter of such information, provided that the procedure for handling Inadvertently Disclosed Privileged Information shall be as set forth in Federal Rule of Civil Procedure 26(b)(5)(B), subject to the following:

a. To the extent the Receiving Party elects to destroy or sequester Inadvertently Disclosed Privileged Information rather than returning it, the Receiving Party shall send to the Designating Party written confirmation that the Inadvertently Disclosed Privileged Information has been destroyed or that it has been sequestered.

b. The Receiving Party must make reasonable efforts to retrieve all information that a Designating Party has claimed to be Inadvertently Disclosed Privileged Information, regardless of whether the Receiving Party has sought a court determination of the claim of privilege.

c. The Designating Party shall have the duty to exercise reasonable diligence to promptly notify the Receiving Party of the information the Designating Party claims to be Inadvertently Disclosed Privileged Information.

d. It is understood that no person or party shall incur liability with respect to any disclosure by the Receiving Parties of Inadvertently Disclosed Privileged Information, provided that such disclosure by the Receiving Party or Parties occurred prior to the receipt of a notice of the inadvertent disclosure of such Inadvertently Disclosed Privileged Information.

e. Notwithstanding anything herein to the contrary, the provisions of this Stipulated Order of Protection shall not be construed as a waiver by any Party of the applicability of Federal Rule of Evidence 502(b) to this Action.

5. Any information marked Confidential may be disclosed only to:

a. the Parties and their counsel, officers, directors, partners, employees or former employees of the Parties assisting in the prosecution or defense of this Action or in connection with the resolution of any Remaining Claim (defined below), provided that information marked Confidential shall be used by such parties only in connection with the prosecution or defense of this Action or in connection with the resolution of any other claims filed by any Party in the Chapter 11 Cases (any such outstanding claim, a "Remaining Claim"), and counsel making such disclosure shall inform each such person that the information is confidential and may not be disclosed or used except as provided in this Stipulated Order of Protection;

b. State of Texas and Arizona officials and employees (other than the Parties) assisting in the prosecution or defense of this Action or the resolution of any Remaining Claim, provided that any such officials and employees execute the undertaking attached hereto as Exhibit A prior to disclosure and a copy of such signed undertaking is retained by counsel to the Party making disclosure to such officials and employees, so that it may be shown to counsel for the Designating Party upon request;

c. Independent experts or third party consultants retained by the Parties in good faith in connection with this Action, or the resolution of any Remaining Claim, and State of Texas or Arizona employees and staff working on the Action or the resolution of such Remaining Claim as experts pursuant to their duties as State employees to assist counsel in the Action or the resolution of such Remaining Claim, provided that any such experts or consultants execute the undertaking attached hereto as Exhibit A prior to disclosure and a copy of such signed undertaking is retained by counsel to the Party

making disclosure to such expert or consultant, so that it may be shown to counsel for the Designating Party upon request;

- d. the Court and its employees;
- e. court reporters or videographers taking, transcribing or recording testimony given at a deposition, hearing or trial;
- f. litigation support services;
- g. persons who are identified on the face of a writing containing such information as the authors or recipients of the information;
- h. non-party third persons or entities who provide the information, including their counsel, officers, directors, partners, employees or former employees;
- i. actual or potential witnesses or deponents whose testimony is requested respecting the information to the extent such information has not been provided by such witness or deponent, provided that counsel making such disclosure shall provide a copy of this Stipulated Order of Protection to such witness or deponent and inform each such person that the information is confidential and may not be disclosed or used except as provided in this Stipulated Order of Protection;
- j. the jurors at any trial of this Action or in connection with the resolution of any Remaining Claim, subject to terms and instructions that shall be determined prior to trial and set forth in a supplementary order of protection, provided, however, that nothing herein waives or precludes any Party's right to contest the right to a jury trial in this Action or in connection with the resolution of any Remaining Claim or any issue therein;
- k. any court and the personnel of such court engaged in the enforcement, administration or resolution of any issues arising from this Action or in connection with

the resolution of any Remaining Claim respecting discovery from third party witnesses including without limitation subpoenas, subpoenas *duces tecum*, depositions or other discovery requests;

l. any other persons that the Court designates, in the interests of justice, upon such terms that the Court deems proper; and

m. any mediators or arbitrators that the Parties engage in this Action or in connection with the resolution of any Remaining Claim or that the Court appoints.

6. Under no circumstance may information designated as Confidential be disclosed to any person or entity other than those identified above without the prior written consent of the Designating Party or an order of the Court permitting the disclosure.

7. In the event that a Party receiving information that the Designating Party has designated Confidential disagrees with the propriety of that designation, the Parties will first try, in good faith, to resolve such dispute on an informal basis. If the Parties are unable to resolve their dispute informally, any Party may present the dispute to the Court for judicial resolution, and the Court may then determine whether the information should be designated Confidential. The burden of proof shall be on the Designating Party to show that the designation is appropriate under this Order. The showing required shall satisfy the requirements set forth in Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure and Section 107 of the Bankruptcy Code. All information whose designation as Confidential is disputed shall be treated as Confidential until such time as the Court determines or the Parties agree otherwise.

8. Information designated as Confidential that is included in any legal paper (i.e., a paper intended to be filed with the Court) served in this Action, whether appended as an exhibit or incorporated into a pleading, affidavit, declaration, memorandum of law or other legal

document, shall be subject to the terms of this Stipulated Order of Protection, and such information may be disclosed only to those persons identified in Paragraph 5 above. Any legal paper, document or thing filed with the clerk of the Court that contains any information designated as Confidential shall be stamped or marked Confidential and shall be filed under seal, in compliance with applicable bankruptcy code provisions and court procedures, with a cover sheet bearing the caption of this Action and containing the following notice:

**CONFIDENTIAL - SEALED BY ORDER OF THE UNITED STATES  
BANKRUPTCY COURT. FILED PURSUANT TO COURT ORDER TO  
BE OPENED ONLY AS DIRECTED BY THE COURT**

Notwithstanding the foregoing, a second copy of any legal paper specifically intended for review by the Court may be hand-delivered to the Court's chambers for *in camera* review provided that the cover page of the legal paper be marked with the caption of the case and the notation:

**CONTAINS CONFIDENTIAL INFORMATION**

9. Notwithstanding the foregoing, where a Party wishes to include in a legal paper a writing containing information that has been designated Confidential, but the confidential information contained in such writing is not relevant to the purpose for which the writing is being offered to the Court, the Party including such writing in a legal paper may, in lieu of the procedures set forth above, submit a redacted copy of the writing. In such event, the redaction must be indicated by placing the designation "**REDACTED - CONFIDENTIAL INFORMATION**" in the place(s) on the writing in close proximity to where the confidential information would have appeared.

10. Except for material filed with the clerk of the Court or delivered to the Court as provided in paragraphs 8 and 9 above, all materials containing information that has been designated as Confidential shall be stored using reasonable efforts to prevent any disclosure thereof except in accordance with the terms of this Stipulated Order of Protection.

11. Written materials containing information designated as Confidential may only be copied by the Receiving Parties subject to the following conditions:

a. All copying of written materials containing information designated as Confidential must be done by:

- i. counsel for the Receiving Parties;
- ii. persons employed by such counsel, or employees of the Receiving Parties under such counsel's supervision and control; or
- iii. an outside copying service or similar type service engaged by counsel or the Parties, with the copies made delivered directly to counsel.

b. The number of copies that may be made of materials containing information designated as Confidential shall be limited to those reasonably necessary for use by counsel and any independent experts or independent consultants retained by counsel, and any of the Parties', or State of Texas or Arizona employees or staff working on the Action or the resolution of any Remaining Claim pursuant to their duties to provide expert testimony or other assistance or advice in connection with the prosecution or defense of the Action or the resolution of any Remaining Claim.

12. Subject to the Parties' rights to assert privilege or work-product protections, (a) the Texas Comptroller or the Arizona DOR, as applicable, shall deliver a copy of any information received by the Texas Comptroller or the Arizona DOR, as applicable, from a non-party in response to a subpoena *duces tecum* that is otherwise responsive to a valid, outstanding discovery request of the Debtors in connection with the Action, to the Debtors within the time prescribed by the Federal Rules of Civil Procedure, the Bankruptcy Rules or applicable Orders of the Court after the receipt by the Texas Comptroller or the Arizona DOR, as applicable, of such

information; provided, however that (i) nothing provided in this clause (a) shall be construed to limit the obligation of the Texas Comptroller or the Arizona DOR to deliver copies of information received from a non-party to the Debtors to the extent otherwise required by the Federal Rules of Civil Procedure, the Bankruptcy Rules or applicable Orders of the Court and (ii) the Texas Comptroller or the Arizona DOR shall be deemed to be in compliance with this paragraph to the extent that any information heretofore received by the Texas Comptroller or the Arizona DOR from a non-party in response to a subpoena *duces tecum* that has not already been produced by the Texas Comptroller or the Arizona DOR, as applicable, to the Debtors, or otherwise has been received by the Debtors, is produced to the Debtors within 45 days after execution of this Stipulated Order of Protection by all parties, and (b) the Debtors shall deliver a copy of any information received by the Debtors from a non-party in response to a subpoena *duces tecum* that is otherwise responsive to a valid, outstanding discovery request of the Texas Comptroller or the Arizona DOR, as applicable, in connection with the Action to the Texas Comptroller or the Arizona DOR, as applicable, within the time prescribed by the Federal Rules of Civil Procedure, the Bankruptcy Rules or applicable Orders of the Court after the Debtors' receipt of such information; provided, however that (i) nothing provided in this clause (b) shall be construed to limit the obligation of the Debtors to deliver copies of information received from a non-party to the Texas Comptroller or the Arizona DOR, as applicable, to the extent otherwise required by the Federal Rules of Civil Procedure, the Bankruptcy Rules or applicable Orders of the Court and (ii) the Debtors shall be deemed to be in compliance with this paragraph to the extent that any information heretofore received by the Debtors from a non-party in response to a subpoena *duces tecum* that has not already been produced by the Debtors to the Texas Comptroller or the Arizona DOR, as applicable, or otherwise has been received by the Texas

Comptroller or the Arizona DOR, as applicable, is produced to the Texas Comptroller or the Arizona DOR within 45 days after execution of this Stipulated Order of Protection by all parties. In respect of both clauses (a) and (b), such information shall thereafter be subject to the right of the party receiving such information to assert that such information constitutes its own Confidential information pursuant to the provisions of paragraph 3.e. of this Stipulated Order of Protection.

13. Non-parties who provide information in response to a subpoena or discovery request shall be provided with a copy of this Stipulated Order of Protection, and may invoke the protection of this Stipulated Order of Protection, as it relates to confidentiality, by (i) designating information as Confidential; and (ii) signing a copy of this Stipulated Order of Protection. Any non-party who invokes the protection of this Stipulated Order of Protection shall also be bound by its obligations and all of its terms and provisions, provided, however, that nothing in this paragraph nor anything set forth in this Stipulated Order of Protection shall alter, affect or impair the primary jurisdiction of any Court issuing a subpoena, subpoena *duces tecum* or other process (the "Issuing Court") pursuant to Rule 45 of the Federal Rules of Civil Procedure and Bankruptcy Rule 9016 to enforce, administer or regulate in any way its own subpoena, subpoena *duces tecum* or other process; and, provided further, that the Issuing Court is the proper forum in which to file any motion, seek any redress or raise any issue with respect to a subpoena, subpoena *duces tecum* or other process issued by the Issuing Court. Notwithstanding the foregoing, however, nothing provided herein limits, alters or affects any power of the Issuing Court to refer any matters pertaining to a subpoena, subpoena *duces tecum* or other process issued by the Issuing Court to the Bankruptcy Court. No Party shall be required to provide a copy of this Stipulated Order of Protection to any non-party who has already produced

documents in this Action prior to the date of entry of this Stipulated Order of Protection; provided that nothing herein shall alter or diminish the rights of any Party or non-party to designate information as Confidential, or prohibit any Party from providing a copy of this Stipulated Order of Protection to any non-party who has produced documents or information in this Action, whether or not the production of such documents or information occurred prior to the date of entry of this Stipulated Order of Protection.

14. Anything in this Stipulated Order of Protection to the contrary notwithstanding, all information designated as Confidential may be used only for purposes of this Action or the resolution of any Remaining Claim; provided, however, that nothing herein shall preclude the Texas Comptroller or the Arizona DOR from obtaining information from their taxpayers independent of this Action or the Remaining Claims (i.e., pursuant to a proceeding, action, audit or other process unrelated to these Chapter 11 Cases, this Action or the Remaining Claims) for use in the administration of their respective tax laws other than in connection with the resolution of this Action or the Remaining Claims.

15. Nothing shall prevent disclosure otherwise prohibited by this Stipulated Order of Protection if the Designating Party (or its counsel) designating the material as Confidential consents in writing to such disclosure.

16. This Stipulated Order of Protection shall survive the final termination of the Action, the resolution of all Remaining Claims and the Chapter 11 Cases, and the Court shall retain jurisdiction over the Parties for enforcement of its provisions. Except as set forth below or as otherwise agreed in writing by the Designating Party, within thirty (30) days after the later of the conclusion of this Action or the resolution of any Remaining Claim, whether by settlement, trial, appeal or otherwise, all materials containing information designated as Confidential and

produced by the Designating Party, and all copies thereof, shall be, (i) returned by counsel for the Receiving Parties to counsel for the Designating Party; or (ii) destroyed by counsel for the Receiving Parties, in which event, a certificate of destruction shall be delivered to counsel for the Designating Party. Counsel for each Party may retain copies of all legal papers (as defined in paragraphs 8 and 9), work product and deposition transcripts (including exhibits thereto) containing information designated Confidential. The copies of these retained documents shall continue to be treated as Confidential.

17. Any Party to this Action that is served with a subpoena, discovery request, court order or other notice in another proceeding requesting or compelling the production of any Confidential information shall give counsel for the Designating Party written notice by email, telecopy or overnight mail to the extent reasonably practical at least ten (10) business days prior to disclosing any such Confidential information, or within an appropriately shorter period to the extent reasonably practical if such request or order necessitates disclosure prior to the passage of ten (10) business days. The written notice shall contain copies of any subpoena or other legal document that the Party believes requires the disclosure. A Party providing such notice shall (i) provide a reasonable opportunity for all other Parties to seek a protective order; and (ii) if application for a protective order is made promptly and before the return date, shall not produce such Confidential information prior to receiving a court order or the consent of the Party seeking the protective order. In the event that production of such Confidential information is made notwithstanding such prompt application for a protective order, it shall continue to be treated as Confidential information by all persons subject to this Stipulated Order of Protection unless and until the Court shall otherwise direct.

18. This Stipulated Order of Protection is without prejudice to the right of any Party to seek relief from or modification of any provision contained herein after notice to the other Parties, including but not limited to the right of the Texas Comptroller or the Arizona DOR to seek relief from or modification of this Stipulated Order of Protection to the extent necessary for such parties to exercise their rights or perform their obligations under applicable state law.

19. Unless the Parties stipulate in writing otherwise, the designation or acceptance of any information designated Confidential pursuant to this Stipulated Order of Protection shall not constitute an admission or acknowledgement that the materials so designated are in fact, proprietary, confidential or a trade secret.

20. The Parties shall submit this Stipulated Order of Protection to the Court to be “so ordered” and shall be bound by its terms as of the date “so ordered” by the Court. This Stipulated Order of Protection shall remain in effect unless modified by an order of the Court or by written stipulation of the Parties filed with the Court.

Dated: December 20, 2011  
New York, New York

ARNOLD & PORTER LLP

By:           /s/ Michael J. Canning            
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(212) 715-1000

*Attorneys for the Debtors and Quad\Graphics Inc.*



**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT SOUTHERN  
DISTRICT OF NEW YORK

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In re: QUEBECOR WORLD (USA) Inc., et al.  
Debtors

x  
: CHAPTER 11  
: Case No. 08-10152-(JMP)  
: (Jointly Administered)  
:  
----- x

**DECLARATION**

\_\_\_\_\_, pursuant to 28 U.S.C. § 1746, declares as follows:

1. I acknowledge that I am about to receive information that has been designated Confidential.
2. I have been provided with a copy of the Stipulated Order of Protection in this action (the "Action"). I have read the Stipulated Order of Protection, and I understand its terms. I agree that, with respect to all information designated Confidential that is disclosed to me, I am bound by all of the terms of the Stipulated Order of Protection as if I were the receiving Parties or counsel for the receiving Parties.
3. I agree that information marked Confidential that is disclosed to me shall be used only in connection with the prosecution or defense of this Action or the resolution of any Remaining Claim.
4. I agree that all notes that I might make that contain information designated Confidential shall be deemed to be confidential information, and I agree that within thirty (30) days after the later of the conclusion of this Action or the resolution of any Remaining Claim, I

will destroy all notes containing such confidential information and deliver to counsel for the Designating Party a certificate of destruction.

5. I submit to the jurisdiction of this Court for the purposes of enforcement of the Stipulated Order of Protection and waive any and all objections to personal jurisdiction or venue.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS  
TRUE AND CORRECT. EXECUTED IN \_\_\_\_\_ ON  
\_\_\_\_\_, 2011.**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_