



Listing Agreement

Dated:

(the "Company"), in consideration of the listing of its securities, hereby agrees, with NYSE Texas, Inc. (the "Exchange") that:

1. The Company certifies that it will comply with all Exchange rules, policies, and procedures that apply to listed companies as they are now in effect and as they may be amended from time to time, regardless of whether the Company's organization documents would allow for a different result.
2. The Company shall notify the Exchange at least 20 days in advance of any change in the form or nature of any listed security or in the rights, benefits, and privileges of the holders of such security.
3. The Company understands that the Exchange may remove its securities from listing on the Exchange, pursuant to applicable procedures, if it fails to meet one or more requirements of Paragraphs 1 and 2 of this agreement.
4. The Company agrees to pay when due all fees associated with its listing of securities on the Exchange, in accordance with the Exchange's rules.
5. The Company agrees to promptly notify the Exchange in writing of any corporate action or other event which will cause the Company to cease to be in compliance with Exchange listing requirements.
6. The Company agrees to furnish to the Exchange on demand such information concerning the Company as the Exchange may reasonably request.
7. The Company 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.
8. The Company agrees to comply with all requirements under the federal securities laws and applicable SEC rules.
9. The Company will maintain a transfer agent and a registrar, as necessary, which satisfy the applicable requirements set forth in the Rules of the Exchange or of any other national securities exchange on which the Company is listed.
10. Nothing contained in or inferred from the listing agreement shall be construed as constituting the Company's contract for the continued listing of the Company's securities on the Exchange. The Company 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 Company, upon failure of the Company 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.
11. In order to publicize the Company's listing on the Exchange, the Company authorizes the Exchange to use the Company's corporate logos, Web site address (URL): _____, trade names, and trade/service marks in order to convey quotation information, transactional reporting information,

and other information regarding the Company in connection with the Exchange. In order to ensure the accuracy of the information, the Company agrees to provide the Exchange with the Company's current corporate logos, Web site address, trade names, and trade/service marks and with any subsequent changes to those logos, trade names and marks. Questions regarding logo usage should be directed to: _____ at _____.

The Company indemnifies the Exchange and holds it harmless from any third-party rights and/or claims arising out of use by the Exchange or any affiliate of the Company's corporate logos, Web site address, trade names, trade/service marks, and/or the trading symbol used by the Company.

- 12. The Company warrants and represents that the trading symbol to be used by the Company does not violate any trade/service mark, trade name, or other intellectual property right of any third party. The Company's trading symbol is provided to the Company for the limited purpose of identifying the Company's security in authorized quotation and trading systems. The Exchange reserves the right to change the Company's trading symbol at the Exchange's discretion at any time.

Exchange Warranties; Disclaimers of Warranties. For any goods or services provided to the Company, the Exchange shall endeavor to provide them in a good and workmanlike manner. Beyond the warranties stated in this section, there are no other warranties of any kind, express, implied or statutory (including the implied warranties of merchantability or fitness for a particular use or purpose).

Limitation of Exchange's Liability:

- 1. The Exchange is not liable for any lost profits, loss of good will or other business loss or for costs of procurement of substitute goods or services or for any form of special, incidental or consequential damages, arising out of or related to this agreement. The maximum liability of the Exchange in connection with a dispute arising out of or related to this agreement is limited to the listing fees paid by the Company during the twelve (12) months preceding the accrual of the claim. In no event will the Exchange be liable for trading losses, losses of profits, indirect, special, punitive, consequential, or incidental loss or damages. The limitations of this subsection apply irrespective of whether liability is based on breach of contract, tort (including negligence), breach of warranty, strict liability or other legal or equitable theory, regardless of whether the damage was foreseeable and whether or not the party has been advised of the possibility of damage.
- 2. This section shall not relieve the Exchange from liability for damages that result from its own gross negligence or willful misconduct. This section does not apply only when and to the extent that applicable law or the rules of the Exchange specifically requires liability, despite the foregoing exclusion and limitation.

This Listing Agreement shall be deemed to have been made in the United States, in the State of Texas and shall be construed and enforced in accordance with the laws of the State of Texas, without reference to principles of conflicts of laws.

[Company Name]

By:

Signature of Duly Authorized Officer

Print Name and Title