

C. The initial term of this agreement and all other Limited Assignment Distribution agreements shall be from January 1, 20__ to December 31, 20__; provided, however, that this agreement may be terminated at any time if the Limited Assignment Distribution Procedure is terminated. In such event, the Excused Company shall be given written notice of such termination by the Plan.

When the "Buy-Out" percent is announced, the Excused Company may within 30 days of such announcement elect to terminate this agreement. The effective date of such termination shall coincide with the August quota distribution. The Excused Company shall be billed at the new annual "Buy-Out" rate pro-rated for the six months coinciding with the February and May quota periods.

The Excused Company may terminate this agreement for any successive term ("calendar year") by giving written notice to the Plan no later than December 31 prior to the year it elects not to participate in the Limited Assignment Distribution Procedure.

Absent notice of termination as herein provided above, this agreement shall be deemed renewed for successive terms of one year.

This agreement is executed by an officer of the Company this ____ day of _____, 20__.

Subscribing Company (or Group)

By: _____
Name Title