

**INFORMATION SHARING AGREEMENT
FOR 403(b) CONTRACT EXCHANGES**

Name of Employer _____ (“Employer”)

This Agreement establishes the understanding between the Employer and Davis Distributors, LLC (“DDLCC”; collectively, the “Parties”) to share information necessary for compliance with Treasury Regulation § 1.403(b)-10(b) relating to tax-free contract exchanges made after September 24, 2007 (or such later compliance date provided in guidance by the Internal Revenue Service) by employees of the Employer. The Parties intend this Agreement to describe the respective duties and obligations of the Parties with respect to contract exchanges entered into after September 24, 2007, as set forth hereafter.

The term “contract” as used herein includes both an annuity contract and a custodial account invested in regulated investment company stock as described in § 403(b)(7) of the Internal Revenue Code (“Code”).

Employer Representations:

The Employer represents to DDLCC that the Employer maintains (or will maintain on or before January 1, 2009, or such later compliance date as may be established) a written plan document complying with the regulations under Code § 403(b), and that among other things, the plan provides (or will provide) for exchanges.

The Employer represents to DDLCC that it is an eligible employer under Code §403(b) and will notify DDLCC promptly in writing in the event that it ceases to be an eligible employer under Code § 403(b) or to maintain the plan.

DDLCC Representations:

DDLCC represents to the Employer that the receiving contract will meet the requirements of Code § 403(b), including requirements for contract exchanges made after September 24, 2007.

Agreements:

The Employer and Provider, agree to, from time to time in the future, provide each other with the following (upon request):

- Information necessary for the resulting contract, or any other contract to which contributions have been made by the Employer, to satisfy Code § 403(b), including information concerning the participant's employment and information that takes into account other Code § 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distribution restrictions in Treasury Regulation § 1.403(b)-6 and whether the hardship withdrawal rules of Treasury Regulation § 1.403(b)-6(d)(2) are satisfied.)
- Information necessary for the resulting contract, or any other contract to which contributions have been made by the Employer, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Code § 72(p)(2) so that the loan is not a deemed distribution under Code § 72(p)(1)).
- Other information necessary to ensure compliance with Code §403(b) and regulations thereunder.

The Parties agree that each is obligated to provide only information available on its records and DDLLC does not guarantee the accuracy of any information that is based on certification by a participant or a previous service provider.

The Employer acknowledges that DDLLC will not perform calculations (e.g., the maximum loan amount available or the taxable portion of a distribution) unless expressly agreed to in writing.

The Parties agree that either party may authorize (in writing) a third party to provide or receive the information described above.

The Parties agree that each will provide the other with information required to be shared under this Agreement as soon as reasonably practicable upon request. Any request for information shall contain the plan name identified above and the participant name(s).

The Parties agree that each, or their authorized representatives, will maintain as confidential any information provided by the other pursuant to this Agreement, unless otherwise required by law or as needed to provide services to the plan.

This Agreement may be amended in writing by the Parties at any time. This Agreement remains in effect until termination by either Party upon 30 days written notice to the other Party.

Name of Authorized Representative of Employer

Signature of Authorized Representative of Employer

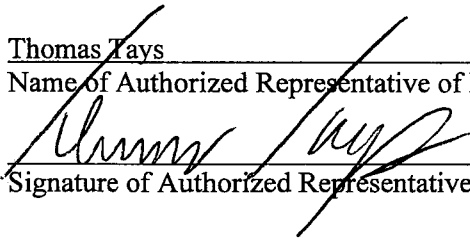
Date

Thomas Tays

Name of Authorized Representative of Davis Distributors, LLC

Chief Legal Officer

Title



Signature of Authorized Representative of Provider

Indicate a name and contact information (phone, address, and e-mail) for purposes of requesting/ directing information:

Employer Primary Contact: _____

Davis Distributors Contact: Attn: Scott Jeffery
Davis Distributors, LLC
2949 E. Elvira Road, Suite 101
Tucson, Arizona 85706
(800) 279-2279