EXHIBIT 2.

Typical Syndicate Agreement For a Divided Account

GENTLEMEN:

We confirm the formation of an Account to bid for, and if such bid is accepted, to sell the above bonds subject to the following terms and conditions:.

The present members of the Account, including yourselves, and their respective participations are set forth on the reverse hereof; but the Managers may, at any time prior to the submission of the bid, make any change in the membership of the Account or in the amounts of respective participations, and any such change will become effective notwithstanding that notice thereof may not be received by any member or members; *provided*, that the participation of a member shall not be increased without his consent. Your participation is for your own account and is not to be reoffered, subdivided, or transferred without the consent of the Managers. Each member hereby authorizes the Managers to bid any amount up to and including such member's maximum bid price, for the joint and/or several accounts of the members.

Should this Account be the successful bidder for the bonds, sales for the Account shall be made only by or through the Managers. Subject to confirmation by the Managers, members may purchase bonds from the Account at the terms fixed as hereinafter provided but any resales of bonds so purchased by a member shall be solely for his own account and not as agent for the Managers or for the Account. Purchases of bonds from the Account by a member shall reduce such member's liability for any bonds remaining in the Account at its termination, to the extent of the bonds so purchased. All sales of bonds for Syndicate Account shall reduce the liability of the members for any bonds remaining in the Account at its termination, proportionately to their participation in the Account. On elimination of any member's liability by purchases and sales as above provided, any reduction of liability from the sale of bonds for Syndicate Account to which such member would otherwise have been entitled shall reduce the liability of other members, proportionately to their participations in the Account. The terms of the offering, including concessions or commissions allowable to members and to others, shall be determined by the Managers with the consent of the members having a majority interest in the Account and may be changed during the life of the Account only by unanimous consent. Each member will be advised of such terms and of any changes therein and each member agrees to comply with the terms from time to time in effect during the life of the Account.

The undersigned will act as Account Managers, with the customary authority and discretion, including the right to represent the Account in bidding for the bonds, either directly or through a delegated agent. The Managers may require of the members prior to bidding or thereafter their proportionate shares of the good faith deposit and the Managers are authorized, on behalf of each member and either separately in his name or as part of like arrangements for other members, in the Account name or otherwise, without notice and upon such terms as the Managers deem appropriate, to borrow money and/or effect other arrangements, in order to pay for or carry such member's share of the bonds and to pay or provide for his share of any losses and expenses of the Account, and also to pledge any of the bonds as security and to sign any notes or loan agreements. Each member for whose account such loan or other arrangements are made shall, without the necessity of any determination, call or accounting by the Managers, be unconditionally obligated thereon directly to the lender for the full amount of liability incurred for his account and no more. At any time during the life of this Account the Managers may call upon each member to carry his proportionate share of any unsold or undelivered bonds or to margin his liability at a price and in the amount and manner as the Managers may determine. Upon termination of the Account each member shall take up and pay for any remaining bonds representing his undischarged liability at the established terms of the Account. The net profits of the Account or the liability for any net losses shall be divided among the members in proportion to their participations in the Account.

If any member fails to perform in accordance with the terms of this agreement the Managers may, without legal proceedings, demand or notice, terminate or transfer to others his interest in the Account and, in the event of termination, sell, at public or private sale and upon such terms as the Managers shall elect, all or a part of the defaulting member's proportionate share of the bonds in this Account, the Managers on behalf of the Account and each member reserving the right to be a purchaser at any such sale; but such action on the part of the Managers shall not release any other member from obligations hereunder, and the defaulting member shall continue liable for his default and for his other liabilities hereunder. Any loss or expense resulting from any such default shall be charged to the Account and shall be borne by the remaining members in proportion to their respective participations, being collectible therefrom by the Managers at any time after the occurrence of such default, without the prior necessity of legal proceedings against the defaulting member.

The Account shall run for .... days from the date the bonds are awarded to it, unless extended by mutual consent or terminated prior thereto by the Managers with the consent of the members having a majority interest in the Account; provided, however, that the members shall remain liable for their proportionate shares of any bonds sold for the Account until delivery thereof out of the Account by the Managers; *provided, however*, that the Managers alone may terminate the Account at any time after sale and delivery of all the bonds or extend the Account beyond the fixed or agreed date of termination to permit the delivery of bonds sold prior thereto. Notwithstanding any termination or settlement of this Account the members will be and remain liable in proportion to their respective participations for any further liabilities and expenses including any taxes which may from time to time be assessed against the Account as such.

The Managers may publish advertisements for the bonds with the names of any or all members of the Account, unless expressly requested by a member to omit his name. The Managers act hereunder solely as agent for the members and shall be under no liability with respect to the validity or value of the bonds or the correctness or completeness of anything contained therein or in any advertisement, prospectus or any other document prepared or used by the Managers, or for the acts of any agent selected with due care, or otherwise in connection herewith except for want of good faith. Members shall be liable for their proportionate shares of all expenses incurred in connection with this Account, provided that any member who withdraws from the Account prior to the submission of the bid shall be liable in the discretion of the Managers for his proportionate share of expenses incurred prior to the time of withdrawal. No member other than the Managers may incur any liability or expense for the Account without the consent of the Managers.

Please confirm your participation in and acceptance of the terms of this Account by signing and returning the enclosed duplicate of this letter to

Very truly yours,

We confirm our participation in this Account.

Account Managers

Name: ....

By: .... *Authorized Signature*

By: .... *Vice-President*

Date: ....

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