

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

AMENDMENT NO. 2
TO
FORM 8-A/A

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR 12(g) OF
THE SECURITIES EXCHANGE ACT OF 1934

MURPHY OIL CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE

71-0361522

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer Identification No.)

200 PEACH STREET
EL DORADO, ARKANSAS

71731-7000

(Address of principal
executive offices)

(Zip Code)

(870) 862-6411

(Registrant's telephone number, including area code)

Securities to be registered pursuant to Section 12(b) of
the Act:

Title of each class
to be so registered

Name of each exchange on which
each class is to be registered

Series A Participating Cumulative
Preferred Stock Purchase Rights

New York Stock Exchange

Securities to be registered
pursuant to Section 12(g) of the Act:

None.

Item 1. Description of Registrant's Securities to be Registered

Murphy Oil Corporation has recently amended its Rights Agreement. The disclosure in the Company's Form 8-A regarding its Rights Agreement is thus hereby amended and restated in its entirety as follows:

Rights Agreement

On December 6, 1989, Murphy Oil Corporation (the "Company") entered into a Rights Agreement (the "Original Rights Agreement") with Harris Trust Company of New York, as Rights Agent (the "Rights Agent"). The Original Rights Agreement and the form of the Original Rights Certificate were previously filed as Exhibits 1 and 2 to this Form 8-A on December 13, 1989 and are incorporated herein by reference. On April 6, 1998, the Company and the Rights Agent entered into Amendment No. 1 to the Rights Agreement ("Amendment No. 1"). Amendment No. 1 was previously filed as Exhibit 3 hereto and is incorporated herein by

reference. On April 15, 1999, the Company and the Rights Agent entered into Amendment No. 2 to the Rights Agreement ("Amendment No. 2"). Amendment No. 2 is filed as Exhibit 4 hereto and is incorporated herein by reference. The Original Rights Agreement as amended by Amendment No. 1 and Amendment No. 2 is referred to herein as the "Rights Agreement".

On December 6, 1989, the Board of Directors of the Company declared a dividend of one preferred stock purchase right (a "Right") for each outstanding share of Common Stock, par value \$1.00 per share (the "Company Common Stock"), of the Company to holders of record at the close of business on December 20, 1989 (the "Record Date") and authorized the issuance, subject to the terms of the Rights Agreement, of one Right in respect of each share of Company Common Stock issued after the Record Date. As a result, each outstanding share of Company Common Stock currently also represents one Right. The terms and conditions of the Rights are set forth in the Rights Agreement, and the following description is qualified in its entirety by reference to the Rights Agreement.

Prior to the Rights Distribution Date (as defined below), the Rights will not be exercisable, and will be evidenced by the certificates for, and will trade with, the Company Common Stock. After the Rights Distribution Date, the Company will issue separate certificates evidencing the Rights and the Rights will begin to trade separately from the Company Common Stock.

The "Rights Distribution Date" generally means the earlier of (i) the close of business on the 10th day after the date (the "Stock Acquisition Date") of the first public announcement that a person (other than the Company, any of its subsidiaries, any employee benefit plan of the Company or any subsidiary, or Charles H. Murphy, Jr., his descendants (and their spouses), his or their affiliates or associates or any Qualified Institutional Investors (as defined below)) has acquired beneficial ownership (as defined in the Rights Agreement) of 15 percent or more of the outstanding shares of Company Common Stock (any such person, an "Acquiring Person") and (ii) the close of business on the 10th business day (or such later day as may be designated by the Board of Directors before any person has become an Acquiring Person) after the date of the commencement of a tender or exchange offer by any person which would, if consummated, result in such person becoming an Acquiring Person.

"Qualified Institutional Investor" means, as of any time of determination, any person that is described in Rule 13d-1(b)(1) promulgated under the Exchange Act and is eligible to report beneficial ownership of Company Common Stock on Schedule 13G (or any successor or comparable report), unless such person (i) is required to file a Schedule 13D (or any successor or comparable report) with respect to its beneficial ownership of Company Common Stock, (ii) beneficially owns 15% or more of the shares of Company Common Stock then outstanding or (iii) together with all of its affiliates and associates, beneficially owns 30% or more of the shares of Company Common Stock then outstanding.

After the Rights Distribution Date, each Right will entitle the registered holder to purchase from the Company one one-thousandth of a share (each such one-thousandth of a share, a "Unit") of Series A Participating Cumulative

Preferred Stock, par value \$100.00 per share (the "Series A Preferred Stock"), at a purchase price of \$200.00 per Unit, subject to adjustment (the "Purchase Price"). One Unit entitles the holder thereof to the same dividend and voting rights as the holder of one share of Company Common Stock. In lieu thereof, each Right, under certain circumstances as described below, will entitle the registered holder to purchase shares of Company Common Stock, or securities of a company that acquires the Company. At any time after a person has become an Acquiring Person, Rights that are, or (under certain circumstances specified in the Rights Agreement) were, beneficially owned by an Acquiring Person or certain affiliated persons will become null and void.

At any time after any person has become an Acquiring Person, each holder of a Right (other than Rights which became null and void as described above) will thereafter have the right to receive upon exercise thereof at the then current Purchase Price, Company Common Stock having a market value equal to two times the Purchase Price.

If at any time following the Stock Acquisition Date, (i) the Company is involved in a merger or other business combination transaction in which the Company is not the surviving corporation or the Company Common Stock is exchanged for other securities or assets or (ii) 50 percent or more of the Company's assets or earning power is sold, each holder of a Right (other than Rights which became null and void as described above) will thereafter have the right to receive, upon exercise thereof at the then current Purchase Price, common stock of the acquiring company having a market value equal to two times the Purchase Price.

Until a Right is exercised, the holder will, as result thereof, have no rights as a stockholder of the Company, including the right to vote or to receive dividends.

The Rights will expire at the close of business on April 6, 2008 (the "Rights Expiration Date"), unless previously redeemed or exchanged by the Company. The Rights (other than the Rights owned by an Acquiring Person) may, at the option of the Board of Directors, be exchanged in whole or in part for shares of Company Common Stock at an exchange ratio of one share of Company Common Stock per Right upon the occurrence of any person or group of affiliated or associated persons becoming an Acquiring Person. The Rights may, at the option of the Board of Directors, be redeemed in whole, but not in part, at a price of \$.01 per Right at any time prior to the earlier of (i) any person or group of affiliated or associated persons becoming an Acquiring Person and (ii) the Rights Expiration Date. Immediately upon the requisite action of the Board of Directors ordering exchange or redemption of the Rights, the Rights will terminate, and thereafter the only right of the holders of Rights will be to receive shares of Company Common Stock or the redemption price, as the case may be.

For so long as the Rights are redeemable, the Rights Agreement may, if the Company so directs, be amended by the Company and the Rights Agent in any respect without the approval of any holders of Company Common Stock. At any time when the Rights are no longer redeemable, the Rights Agreement may, if the Company so directs, be amended by the Company and the Rights Agent; provided that no such amendment may (a) adversely affect the interests of the holders of Rights as such (other than an Acquiring Person and certain affiliated persons), (b) cause the Rights Agreement to become amendable other than in accordance with this sentence, or (c) cause the Rights again to become redeemable.

The Purchase Price payable (or, in certain cases, the number of Units of Series A Preferred Stock or other securities or property issuable upon exercise of the Rights) is subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Series A Preferred Stock, (ii) if holders of the Series A Preferred Stock are granted certain rights or warrants to subscribe for Series A Preferred Stock or convertible securities at less than the then current market price of the Series A Preferred Stock or (iii) upon the distribution to holders of the Series A Preferred Stock of evidences of indebtedness or assets (excluding regular quarterly cash dividends) or of subscription rights or warrants (other than those referred to above). With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments amount to at least one percent of the Purchase Price. No fractional Units are required to be issued and, in lieu

thereof, an adjustment in cash will be made based on the market price of the Series A Preferred Stock on the last trading date prior to the date of exercise.

The Rights Agreement was adopted to enable the Board of Directors to have enhanced negotiating power on behalf of stockholders in the event of a takeover proposal. However, the Rights have certain anti-takeover effects which may prevent stockholders from receiving a premium for their Company Common Stock and may also have a depressive effect on the market price of the Company Common Stock. The Rights may cause substantial dilution to a person or group that attempts to acquire the Company without a condition to such an offer that a substantial number of the Rights be acquired or the Rights are rendered inapplicable by Board action or otherwise. The Company's ability to amend the Rights Agreement may, depending upon the circumstances, increase or decrease the anti-takeover effects of the Rights. The Rights do not prevent the Board of Directors from approving any merger or other business combination since the Rights may be redeemed, and the Rights Agreement may be amended, by the Board of Directors as described above. The presence of the Rights may also discourage attempts to obtain control of the Company by means of a hostile tender offer, even if such offer would be beneficial to stockholders generally, and thereby protect the continuity of management.

Stockholders may, depending upon the circumstances, recognize taxable income in the event that the Rights become exercisable for Series A Preferred Stock or other consideration as set forth above.

Item 2. Exhibits

Exhibit 4 Form of Amendment No. 2 to Rights Agreement dated as of April 15, 1999 between Murphy Oil Corporation and Harris Trust Company of New York, as Rights Agent.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

MURPHY OIL CORPORATION

By: /s/ Steve A. Cosse

Name: Steven A. Cosse
Title: Senior Vice President and
General Counsel

Date: April 19, 1999

AMENDMENT NO. 2 TO RIGHTS AGREEMENT

AMENDMENT NO. 2 dated as of April 15, 1999 to the Rights Agreement dated as of December 6, 1989, as amended by Amendment No. 1 dated as of April 6, 1998 (the "Rights Agreement") between Murphy Oil Corporation, a Delaware corporation (the "Company"), and Harris Trust Company of New York, as Rights Agent (the "Rights Agent").

W I T N E S S E T H

WHEREAS, the parties hereto desire to amend the Rights Agreement in certain respects;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms; References. (a) Unless otherwise specifically defined herein, each term used herein which is defined in the Rights Agreement has the meaning assigned to such term in the Rights Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Rights Agreement shall, after this Amendment becomes effective, refer to the Rights Agreement as amended hereby.

(b) Section 1 of the Rights Agreement is hereby amended by deleting the definition of "Continuing Director" contained therein.

(c) Section 1 of the Rights Agreement is hereby amended by inserting in the appropriate alphabetical position the following new definitions:

"Exempt Person" shall mean the Company or any Subsidiary of the Company, in each case including, without limitation, in its fiduciary capacity, or any employee benefit plan of the Company or of any Subsidiary of the Company, or any entity or trustee holding Common Stock for or pursuant to the terms of any such plan or for the purpose of funding any such plan or funding other employee benefits for employees of the Company or of any Subsidiary of the Company.

"Qualified Institutional Investor" means, as of any time of determination, any Person that is described in Rule 13d-1(b)(1) promulgated under the Exchange Act (as such Rule is in effect on the date hereof) and is eligible to report beneficial ownership of Common Stock on Schedule 13G (or any successor or comparable report), unless such Person (i) is required to file a Schedule 13D (or any successor or comparable report) with respect to its beneficial ownership of Common Stock, (ii) beneficially owns 15% or more of the shares of Common Stock then outstanding or (iii) together with all of its Affiliates and Associates, beneficially owns 30% or more of the shares of Common Stock then outstanding.

(d) Section 1 of the Rights Agreement is hereby amended by restating in its entirety the following definitions to read in full as follows:

"Acquiring Person" means any Person who, together with all Affiliates and Associates (other than an Exempt Holder) of such Person, shall be the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding, but shall not include an Exempt Person, an Exempt Holder or a Qualified Institutional Investor; provided that (a) if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person" became such inadvertently (including, without limitation, because (i) such

Person was unaware that it beneficially owned a percentage of Common Stock that would otherwise cause such Person to be an "Acquiring Person" or (ii) such Person was aware of the extent of its Beneficial Ownership of Common Stock but had no actual knowledge of the consequences of such Beneficial Ownership under this Agreement) and without any intention of changing or influencing control of the Company, and if such Person as promptly as practicable divested or divests itself of Beneficial Ownership of a sufficient number of shares of Common Stock so that such Person would no longer be an "Acquiring Person" (or takes such other action as the Board of Directors requests), then such Person shall not be deemed to be or to have become an "Acquiring Person" for any purposes of this Agreement and (b) no Person shall become an "Acquiring Person" as the result of

an acquisition of shares of Common Stock by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares of Common Stock beneficially owned by such Person to 15% or more of the shares of Common Stock then outstanding; provided that if a Person shall become the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding by reason of such share acquisition by the Company and shall thereafter become the Beneficial Owner of any additional shares of Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding Common Stock or pursuant to a split or subdivision of the outstanding Common Stock), then such Person shall be deemed to be an "Acquiring Person" unless upon becoming the Beneficial Owner of such additional shares of Common Stock such Person does not beneficially own 15% or more of the shares of Common Stock then outstanding.

A Person shall be deemed the "Beneficial Owner" of, and shall be deemed to have "Beneficial Ownership" of and to "beneficially own", any securities:

(a) which such Person or, except in the case of a Qualified Institutional Investor, any of its Affiliates or Associates (other than an Exempt Holder), directly or indirectly, beneficially owns (as determined pursuant to Rule 13d-3 under the Exchange Act as in effect on the date hereof);

(b) which such Person or, except in the case of a Qualified Institutional Investor, any of its Affiliates or Associates (other than an Exempt Holder), directly or indirectly, has

(i) the right to acquire (whether such right is exercisable immediately or only upon the occurrence of certain events or the passage of time or both) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (A) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for payment or exchange, (B) securities which such Person has a right to acquire upon the exercise of Rights at any time prior to the time that any Person becomes an Acquiring Person or (C) securities issuable upon the exercise of Rights from and after the time that any Person becomes an Acquiring Person if such Rights were acquired by such Person or any of such Person's Affiliates or Associates prior to the Distribution Date or pursuant to Section 3(a) or Section 22 hereof ("Original Rights") or pursuant to Section 11(i) or Section 11(p) with respect to an adjustment to Original Rights; or

(ii) the right to vote (whether such right is exercisable immediately or only upon the occurrence of certain events or the passage of time or both) pursuant to any agreement, arrangement or understanding (whether or not in writing) or otherwise; provided that a Person shall not be deemed the "Beneficial Owner" of or to "beneficially own" any security under this clause (ii) as a result of an agreement, arrangement or understanding to vote such security if such agreement, arrangement or understanding (A) arises solely from a revocable proxy or consent given in response to a public proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act and (B) is not also then reportable by such Person on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person (other than an Exempt Holder), or any Affiliate or Associate (other than an Exempt Holder) thereof, and with respect to which such Person or any of its Affiliates or Associates (other than an Exempt Holder) has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except pursuant to a revocable proxy or consent as described in subparagraph (b)(ii) immediately above) or disposing of any such securities;

provided that no Person who is an officer, director or employee of an Exempt Person, an Exempt Holder or a Qualified Institutional Investor shall be deemed, solely by reason of such Person's status or authority as such, to be the "Beneficial Owner" of, to have "Beneficial Ownership" of or to "beneficially own" any securities that are "beneficially owned", including, without limitation, in a fiduciary capacity, by an Exempt Person, an Exempt Holder or a Qualified Institutional Investor or by any other such officer, director or employee of an Exempt Person, an Exempt Holder or a Qualified Institutional Investor.

"Exempt Holder" means Charles H. Murphy, Jr., his descendants (and their spouses), and his and their Affiliates and Associates.

(c) Section 1 of the Rights Agreement is hereby amended by deleting from the definition of "Distribution Date" the first instance of the words "(or such later day as may be designated by action of a majority of the Continuing Directors)" and by replacing the second instance of the same words with the words "(or such later day as may be designated prior to the occurrence of a Section 11(a)(ii) Event by action of the Board of Directors)".

SECTION 2. Exercise of Rights; Expiration Date of Rights. Section 7(d) of the Rights Agreement is hereby amended by deleting the words "the Continuing Directors have determined" from the first sentence thereof.

SECTION 3. Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights. Section 11 of the Rights Agreement is hereby amended by:

(a) replacing the words "a majority of the Continuing Directors has determined to be" in the first sentence of subsection (a)(iii) thereof with the word "are";

(b) replacing each instance of the words "(as determined by the Continuing Directors based upon the advice of a nationally recognized investment banking firm selected by the Continuing Directors)" in subsection (a)(iii) thereof with the words "(based upon the advice of a nationally recognized investment banking firm)";

(c) deleting the second sentence of subsection (a)(iii) thereof;

(d) replacing the words "first and/or second sentence of this Section 11(a)(iii)" in the third sentence of subsection (a)(iii) thereof with the words "preceding sentence";

(e) replacing the words "Substitution Period in order to seek any authorization of additional shares and/or" in the third sentence of subsection (a)(iii) thereof with the words "30-day period set forth above in order";

(f) replacing the words "such first and/or second" in the third sentence of subsection (a)(iii) thereof with the words "the preceding";

(g) deleting the words "the later of" from the last sentence of subsection (a)(iii) thereof

(h) deleting the words "and the first date that the right to redeem the Rights pursuant to Section 23 shall expire" from the last sentence of subsection (a)(iii) thereof;

(i) deleting the words ", or, if at the time of such selection there is an Acquiring Person, by a majority of the Continuing Directors" from the second sentence of subsection (d)(i) thereof;

(j) replacing the words "majority of the Continuing Directors" in the third sentence of subsection (d)(i) thereof with the words "nationally recognized investment banking firm";

(k) deleting the words "by a majority of the Continuing Directors, or, if there are no Continuing Directors," from the fourth sentence of subsection (d)(i) thereof;

(l) deleting the words "selected by the Board of Directors" from the fourth sentence of subsection (d)(i) thereof;

(m) deleting the words "by a majority of the Continuing Directors then in office, or, if there are no Continuing Directors," from subsection (d)(iii) thereof; and

(n) deleting the words "selected by the Board of Directors" from subsection (d)(iii) thereof.

SECTION 4. Fractional Rights and Fractional Shares. Section 14(a) of the Rights Agreement is hereby amended by:

(a) deleting the words ", or, if at the time of such selection there is an Acquiring Person, by a majority of the Continuing Directors" from the penultimate sentence thereof; and

(b) replacing the words "majority of the Continuing Directors" in the last sentence thereof with the words "nationally recognized investment banking firm".

SECTION 5. Redemption. Section 23(a) of the Rights Agreement is hereby amended by:

(a) replacing the words "close of business on the tenth day after the Stock Acquisition Date (or such later date as a majority of the Continuing Directors may designate prior to such time as the Rights are no longer redeemable)" in the first sentence thereof with the words "occurrence of a Section 11(a)(ii) Event";

(b) deleting the proviso from the first sentence thereof and the semicolon immediately preceding such proviso; and

(c) deleting the last sentence thereof.

SECTION 6. Exchange. (a) Section 24(a) of the Rights Agreement is hereby amended by replacing the words "a majority of the Continuing Directors may, at their option, at any time after any Person becomes an Acquiring Person," in the first sentence thereof with the words "the Board of Directors of the Company may, at its option, upon the occurrence of a Section 11(a)(ii) Event,".

(b) Section 24(b) of the Rights Agreement is hereby amended by replacing the word "Continuing" in the first sentence thereof with the words "Board of".

SECTION 7. Supplements and Amendments. Section 27 of the Rights Agreement is hereby amended in its entirety to read in full as follows:

For so long as the Rights are redeemable, the Company may, and the Rights Agent shall, if the Company so directs, supplement or amend any provision of this Agreement in any respect without the approval of any holders of certificates representing shares of Common Stock. At any time when the Rights are no longer redeemable, the Company may, and the Rights Agent shall if the Company so directs, supplement or amend this Agreement without the approval of any holders of Rights; provided that no such supplement or amendment may (a) adversely affect the interests of the holders of Rights as such (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person), (b) cause this Agreement again to become amendable other than in accordance with this sentence, or (c) cause the Rights again to become redeemable. Upon the delivery of a certificate from an appropriate officer of the Company which states that the proposed supplement or amendment is in compliance with the terms of this Section, the Rights Agent shall execute such supplement or amendment.

SECTION 8. Determination and Actions by the Board of Directors, Etc. Section 29 of the Rights Agreement is hereby amended by:

(a) deleting the first parenthetical clause from the second sentence thereof; and

(b) deleting the second parenthetical clause and the words "or the Continuing Directors" from the last sentence thereof.

SECTION 9. Severability. Section 31 of the Rights Agreement is hereby amended by deleting the proviso contained therein and the semicolon that immediately precedes such proviso.

SECTION 10. Form of Right Certificate. Exhibit B to the Rights Agreement is hereby amended by replacing (x) the words "as amended on April 6, 1998" in the first paragraph with the words "as amended on April 6, 1998 and April 15, 1999" and (y) the words "close of business on the tenth day after the Stock Acquisition Date (or such later date as a majority of the Continuing Directors may designate prior to such time as the Rights are no longer redeemable)" in subparagraph (a) of the seventh paragraph thereof with the words "occurrence of a Section 11(a)(ii) Event".

SECTION 11. Summary of Terms. Exhibit C to the Rights Agreement is hereby amended by:

(a) deleting the words "subject to extension by a majority of the Directors not affiliated with the Acquiring Person" from the first footnote thereof;

(b) restating the language under the heading "Redemption" in its entirety to read in full as follows:

(c) The Board of Directors may redeem all of the Rights at a price of \$.01 per Right at any time prior to the time that any person becomes an Acquiring Person.

(d) restating the language under the heading "Amendments" in its entirety to read in full as follows:

For so long as the Rights are redeemable, the Rights Agreement may be amended in any respect.

At any time after the Rights are no longer redeemable, the Rights Agreement may be amended by the Board of Directors in any respect that does not (i) adversely affect the Rights holders (other than any Acquiring Person and certain affiliated persons), (ii) cause the Rights Agreement again to become amendable other than in accordance with this paragraph or (iii) cause the Rights again to become redeemable.

SECTION 12. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law rules, except that the rights and obligations of the Rights Agent shall be governed by the laws of the State of New York.

SECTION 13. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 14. Effectiveness. This Amendment shall become effective upon execution by each of the parties hereto of a counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

MURPHY OIL CORPORATION

By: /s/ Steven A. Cosse

Name: Steven A. Cosse
Title: Senior Vice President and
General Counsel

HARRIS TRUST COMPANY OF NEW YORK

By: /s/ Brian Sahlin

Name: Brian Sahlin
Title: Vice President