

# Manhattan Transfer Registrar Company

57 Eastwood Road  
Miller Place, NY 11764  
Phone (631)928-7655

P.O. Box 756  
Miller Place, NY 11764  
Fax (631)928-6171

[www.streettransfer.com](http://www.streettransfer.com)

## LOST OR STOLEN CERTIFICATE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Lost or Stolen Certificate

Issuer: \_\_\_\_\_

Certificate Number(s): \_\_\_\_\_

Number of Shares: \_\_\_\_\_

We are in receipt of your letter with reference to the above captioned lost or stolen certificate, registered in the name(s) of:

\_\_\_\_\_  
\_\_\_\_\_

In order for us to replace such instrument(s), the following documents must be secured by our organization:

RETURN TO MTR  
WITH CHECK FOR  
\$ \_\_\_\_\_

1. The enclosed affidavit of loss and agreement of indemnity must be completed and signed before a notary.

RETURN TO BOND  
Co.w/ CHECK FOR  
\$ \_\_\_\_\_

2. You must enclose a Fidelity & Deposit Bond form (front) and affidavit of loss and application (reverse) must be signed in triplicate before a notary.

3. Upon completion of 1 & 2 above, along with a check made payable to Manhattan Transfer Registrar Co., in the amount of \$ \_\_\_\_\_, a replacement certificate will be forwarded to your possession.

If you have any questions regarding this matter, please feel free to call our office.

Sincerely,

Hector A. Cruz  
John Ahearn

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## Affidavit of Loss & Agreement of Indemnity

State of \_\_\_\_\_ }  
                                  }            ss:  
County of \_\_\_\_\_ }

The undersigned (hereinafter called "Deponent"), being duly sworn, deposes and says that:

1. Deponent is an adult (being of legal age) whose mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and is the sole legal and beneficial owner of the following instrument or instruments, hereafter collectively called the original ( as described below):

<u>Type of Security</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
<u>Common Stock</u>	_____	_____

2. That said original shares was endorsed. If endorsed describe the exact manner of endorsement:

WAS NOT ENDORSED \_\_\_\_\_

3. That said original has been lost, destroyed or stolen so that the same cannot be found or produced, and that the Deponent has not sold, pledged, hypothecated or otherwise transferred or executed a transfer of said original, or any interest therein or right thereto. That the circumstances in connection with the loss, theft or destruction are as follows: LOST ON

PREMISES \_\_\_\_\_

4. That this affidavit and agreement of indemnity is being made for the purpose of inducing the issuer \_\_\_\_\_ and Manhattan Transfer Registrar Company individually, or as Transfer Agent, Redemption Agent, Registrar, or as Agent in any other capacity (hereinafter called the obligees) to deliver to the Deponent a new instrument or instruments or to make payment, transfer, delivery or exchange called for by said lost, destroyed or stolen original.

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5. That in consideration of such payments, transfers, delivery or exchange, Deponent agrees for itself, its heirs, legal representatives, successors and assigns to hold any and all obligees and individuals, firms or corporations as may now or hereafter be acting as Transfer Agent, depository, Trustee, Fiscal or Paying Agent, Redemption Agent, Registrar, or as Agent in any other capacity, as aforesaid, free and harmless from any and all actions and any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities whatsoever which either of them may sustain or occur (a) by reason of said issuance and delivery of a new instrument or instruments, or the payment, transfer, delivery, or exchange called for by said original or (b) by reason of any claim which may be made in respect to the original, or (c) by reason of any payment, transfer, delivery, exchange or other act which any of them may make or do in respect to the original, whether made or done through accident, or oversight, or neglect or the propriety of such transfer, payment, delivery, exchange or other act, or (d) by reason of any other matter or thing arising out of recognition of this request.
6. Deponent further agrees that in the event the original shall come into its possession, it will forthwith deliver the same to the obligees of transfer.

\_\_\_\_\_  
Deponent-Signature

ID or SS# \_\_\_\_\_

\_\_\_\_\_  
Please print full name as signed

\_\_\_\_\_  
Deponent-Signature

ID or SS# \_\_\_\_\_

\_\_\_\_\_  
Please print full name as signed

Sworn to and subscribed before me  
This \_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attach additional Notarials where necessary



APPLICATION FOR LOST INSTRUMENT BOND

Agent <i>E-Surety Brokerage</i>	Bond Number <i>Blanket Lost Securities Bond Program 105090052</i>
Applicant	Social Security or Tax ID No.
Telephone No.	
Residence Address: (street, city, state, zip code)	
Business Address: (street, city, state, zip code)	
Occupation or Business:	

1. Complete description of Lost Instrument (includes certificate numbers, dates of issue, purchase, maturity): \_\_\_\_\_

Market Value \$ \_\_\_\_\_

No. of Shares \_\_\_\_\_

2. In whose name are the securities registered? \_\_\_\_\_

3. To whom are dividends being paid? \_\_\_\_\_

4. When, how and for what price did you become the owner? \_\_\_\_\_

5. Do you have absolute title, free of any claims or liens?  Yes  No

If No, give full details: \_\_\_\_\_

**AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT**

State of \_\_\_\_\_

ss.

County of \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "deponent", of legal age, being duly sworn, deposes and says):

(1) Deponent resides at \_\_\_\_\_ and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) \_\_\_\_\_ (hereinafter collectively called the "original" issued by \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ in the name of \_\_\_\_\_

(2) The original was acquired by deponent on or about \_\_\_\_\_, \_\_\_\_\_, and was lost, stolen or destroyed on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the following circumstances:

Whom did you notify of the loss?

Transfer Agent:  Yes  No

Police:  Yes  No

Others:  Yes  No

Give details: \_\_\_\_\_

Where the original was kept and who had access to it: \_\_\_\_\_

When and by whom the loss was discovered: \_\_\_\_\_

When and where the original was last seen: \_\_\_\_\_

What measures have been taken to recover the original: \_\_\_\_\_

(3) The original  was or  was not (check one) endorsed/pledged. (If endorsed/pledged, describe exact manner of endorsement including name and address of endorsee/pledgee. If the endorsement was a separate instrument of assignment, so state.) \_\_\_\_\_

(4) Deponent has made or caused to be made diligent search for the original, and has been unable to find or recover the same; deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than deponent has any right, title, claim, equity or interest in, to, or respecting the original or the proceeds thereof.

(5) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than deponent as the owner of the original and to refuse to make any payment, transfer, delivery or exchange called for by the original to any person other than deponent or to refuse to take any other action pursuant to the request or demand of any person other than the deponent, and (2) to issue a new or duplicate or definitive security in substitution for the original, or to make the payment, transfer, registration, delivery or exchange called for by the original without the surrender thereof for cancellation. Deponent furthermore requests TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA to assume liability in respect of the loss herein referred to under its Lost Securities Blanket Bond No. **105090052** to **Manhattan Transfer Registrar Company** and others, collectively called Assured.

(6) If deponent should find or recover the original, deponent will immediately surrender the same to the Corporation for cancellation without receiving any consideration thereof. Notwithstanding the forgoing, should deponent recover the original within the first twelve months of coverage hereunder, the deponent shall be entitled to a return of fifty percent of the premium paid to the surety, subject to any minimum premium.

(7) Deponent agrees in consideration of the foregoing to indemnify and protect TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and its Assured under its said Bond, their Co-Transfer Agents, Co-Registrars, Co-Trustees and Co-Paying Agents, Individually and as Trustee, Depository, Fiscal or Paying Agents, Registrar, Transfer Agent and In any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or expense in connection with, or arising out of their compliance with the request of deponent herein set forth, and further agrees to furnish to the above-name Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Blanket Bond and this Agreement of Indemnity should not at anytime for any reason in the opinion of said Assured or any of them afford sufficient protection.

Signed, sealed and delivered by deponent this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The applicant(s) (the "Undersigned") hereby represent that all the information contained in this application is true and complete and agree that it may be relied upon by Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company, United States Fidelity and Guaranty Company, Seaboard Surety Company and/or any of their affiliates, successors or assigns (the "Surety") as an inducement to execute the bond applied for herein. In consideration of the execution of said bond and any modification thereof, or additional bonds, the Undersigned hereby undertake and agree:

1. To pay the Surety in advance such premium as the Surety shall charge, while said bond remains in force.
2. To indemnify the Surety against every claim, demand, liability, loss, costs, damages, expenses and attorneys' fees, and any and all liability which the Surety may, at any time, sustain or incur by reason of having executed or procured the execution of said bond.
3. To place the Surety in funds to satisfy any claim, demand, expense or contingent liability in connection with the execution of said bond.

The Undersigned hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and corporations in order to confirm and verify information referred to or listed on this application. To the extent required by law, the Undersigned, upon request, shall be informed whether or not a consumer report has been requested by Surety, and if so, of the name and address of the consumer reporting agency furnishing the report.

**SIGNATURE(S) OF APPLICANT(S), DEPONENT(S), INDEMNITOR(S):**

Named Printed \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Named Printed \_\_\_\_\_

\_\_\_\_\_  
Signature Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_ personally known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
, Notary Public

My Commission Expires \_\_\_\_\_

**COMPLETE FINANCIAL INFORMATION SECTION IF CURRENT MARKET VALUE OF LOST SECURITIES EXCEEDS \$50,000.00**

FINANCIAL STATEMENT as of \_\_\_\_\_, 20\_\_\_\_

Cash in Bank (provide last bank statement)	Bank Loan
Securities (Market Value) (provide last statement)	Borrowed on Securities
Accounts Receivable	Accounts Payable
Notes Receivable	Notes Payable
Real Estate	Mortgage of Real Estate
Cash Value of Life Insurance	Other Liabilities
Other Assets	
Total	Total

\*You may attach copies of bank or brokerage account statements to this application.

Have you ever filed for bankruptcy?  Yes  No If Yes, what year filed? \_\_\_\_\_

Describe the outcome (dismissal or discharge)  
\_\_\_\_\_

Are there any judgments or legal proceedings against you?  Yes  No

If Yes, describe.  
\_\_\_\_\_

List financial references, including bank/brokerage firm:

Name of Firm	Contact Person	Address	Telephone No.

**Do not write below this line**

We hereby assume liability under Lost Securities Blanket Bond No. **105090052** in respect of the securities alleged to have been lost, stolen or destroyed as describe above.

Said Liability is:  limited to \$ \_\_\_\_\_  
 not limited except as specified in said Bond.

Signed, Sealed and delivered in \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: \_\_\_\_\_, Attorney-In-Fact