

Manhattan Transfer Registrar Co.

38B Sheep Pasture Rd. Port Jefferson, NY 11777
Phone: 631-928-7655 • Fax: 631-209-8143 • www.mtrco.com

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(s)</u>	<u>Number of Shares</u>
Common	_____	_____

2. That said original shares **Was** **Was Not** endorsed. If endorsed, describe the exact

manner of endorsement: _____

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: (Please circle one)

Lost on premises-Complete Affidavit of Loss

Lost in the mail-Complete Affidavit of Loss and Mail Loss Addendum

Stolen-Attach police report-Complete Affidavit of Loss

Other (describe) _____

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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 obliges) 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.

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 obliges and individual, 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 obliges 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 Notaries where necessary.

Mail Loss Addendum

DETAILS OF MAILING
SENDER PLEASE COMPLETE

Mailed by: (Sender)

Place of Mailing:

Mailed to: (Addressee)

Certificate or Bond No.(s) and number of Shares or Principal Amount of Bonds and/or Coupons

Corporation Or Issuer:

Class of Stock or Description of Issue

Registered in Name of:

If Endorsed Indicate Here:

AFFIDAVIT OF MAILING
SENDER PLEASE COMPLETE

STATE OF: _____

COUNTY OF: _____

The undersigned deponent, being first duly sworn, deposes and says that, in accordance with the records of the above-named sender, the above described securities were forwarded by the United States Mail on the date specified in a postpaid envelope addressed to the above-named Addressee. The said Addressee has reported the non-delivery of the said securities. The securities have not been returned to the above-named Sender and they are believed to have been lost or destroyed in the mails.

Deponent agrees on behalf of above named Sender that should the said securities ever come into their hands, custody, or power, deponent will immediately surrender the original securities for cancellation.

Indicate here whether deponent is an Officer, partner, or employee of Sender _____

Deponent's Signature _____

Deponent's Signature _____

Deponent's Address _____

Subscribed and Sworn to before me this _____ day of _____, 20____

Notary Public _____
Signature and stamp indicating date commission expires

AFFIDAVIT OF NON RECEIPT
COMPLETED BY SHAREHOLDER

STATE OF: _____

COUNTY OF: _____

The undersigned deponent(s), being first duly sworn depose(s) and say(s) that the above described securities have never been received by the above named Addressee or any person or persons acting on (It(s) (his) (her) (their) behalf. Deponent(s) agree(s) (on behalf of the above named addressee) that if the securities should ever come into (its) (his) (her) (their) custody or power, deponent(s) will immediately notify the above Sender and will surrender the original securities for cancellation.

If Address is a firm of corporation
Indicate here whether officer, partner or employee _____

Deponent(s) Signature(s) _____

Deponent(s) address _____

Subscribed and Sworn to before me this _____ day of _____, 20____

Signature, Stamp indicating date commission expires

APPLICATION FOR LOST INSTRUMENT BOND

Agent <i>E-Surety Brokerage</i>	Bond Number <i>105090052</i> <i>Blanket Lost Instrument Bond Program</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 was the original kept and who had access to it? _____

When and by whom was the loss discovered? _____

When and where was the original 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 of Loss and Indemnity Agreement is made for the purpose of inducing the Issuing Corporation, its transfer agents, registrars and trustees (collectively called the "Obligee"), (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 and/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 ("Travelers") to assume liability in respect of the loss herein referred to under its Blanket Lost Instrument Bond No. 105090052 (the "Bond") to Manhattan Transfer Registrar Co. and the other Obligee.

(6) If Deponent should find or recover the Original, Deponent will immediately surrender the same to the Issuing Corporation for cancellation without receiving any consideration thereof. Notwithstanding the foregoing, should Deponent recover the Original within the first twelve months of coverage hereunder, Deponent shall be entitled to a return of fifty percent of the premium paid to the Travelers, 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 Obligee under the 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 Obligee, without any expense to them, a new bond of indemnity, in such form and amount as said Obligee may require, with satisfactory surety or sureties, in case the above described Blanket Lost Instrument Bond and this Agreement of Indemnity should not at any time for any reason in the opinion of said Obligee or any of them afford sufficient protection.

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 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.

Signed, sealed and delivered by Applicant/Deponent this ____ day of _____, 20__.

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

IF APPLICANT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ETC., SIGN BELOW:

Name of Applicant _____

Signature _____

Printed Name and Title of Signatory _____

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 MARKET VALUE OF THE LOST SECURITIES EXCEEDS \$

FINANCIAL STATEMENT as of _____, 20____

Cash in Bank (provide current bank statement)	Bank Loan
Securities (Market Value) (provide current brokerage 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 Blanket Lost Instrument 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