

**INDEMNITY AGREEMENT
FOR FINANCIAL INSTITUTION ENROLLEES**

To any issuer of securities, transfer agent, registrar, redemption agent, depository, trustee, paying, distributing or disbursing agent, bank, trust company, credit union, savings institution, mutual fund, broker/dealer, or similar financial services institution, and their respective legal representatives, successors and assigns (collectively, "Agents and Issuers"):

The undersigned ("Guarantor") has adopted (a) a STAMP Imprint for the purpose of executing guaranties of signatures (within the meaning of Section 8-306 of the Uniform Commercial Code) and for the purpose of executing other certifications and guaranties incident to the transfer, payment, exchange, purchase or delivery of securities, including, but not limited to, erasure guaranties and one-and-the-same guaranties, and (b) a STAMP Attorney Release Imprint for the purpose of executing powers of substitution. The STAMP Imprint and the STAMP Attorney Release Imprint are collectively referred to as the "Imprint."

In consideration of Agents and Issuers interposing no objections to the use of the Imprint for the purposes set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby, for itself and its successors and assigns, covenant and agree (a) to indemnify and hold harmless Agents and Issuers, and their officers, directors, agents and employees, in whatever capacity they may act, from and against any and all claims (whether groundless or otherwise), losses, liabilities, damages and expenses, including, but not limited to, costs, disbursements and counsel fees (whether incurred in connection with such claims, losses, liabilities, damages and expenses or in connection with the enforcement of any rights hereunder), arising out of or in connection with the transfer, payment, exchange, purchase or delivery of securities in reliance upon the Imprint, or, if Guarantor's negligence shall have contributed substantially thereto, an impression or imprint resembling or purporting to be the Imprint, when used as aforesaid; and (b) to indemnify and hold harmless

(insert the name of the Surety Company)

as Surety, from and against any and all claims, losses, liabilities, damages and expenses, including, but not limited to, costs, disbursements and counsel fees, by reason of its having acted in accordance with the STAMP Surety Bond which it has executed in

favor of Agents and Issuers.

Guarantor will not assert as a defense against any claim for indemnity hereunder any law, ordinance or regulation of any jurisdiction outlawing or prohibiting the use of the Imprint as aforesaid, or assert any defense that the Imprint was *ultra vires*, which defenses are hereby expressly waived. Agents and Issuers will have no responsibility to authenticate or otherwise verify the Imprint's manual or facsimile signature, but shall be required to conduct themselves, when relying upon the Imprint, in a commercially reasonable manner.

This Indemnity Agreement will not be effective in respect of the Imprint, if the certificate representing the securities transferred, paid, exchanged, purchased or delivered in reliance thereupon is not genuine.

This Indemnity Agreement shall be deemed a New York contract and shall be governed as to all matters whatsoever, whether of validity interpretation, obligation, performance or otherwise, exclusively by the laws of the State of New York applicable to agreements made and fully to be performed in the State of New York, and all questions arising with respect thereto shall be determined in accordance with such laws.

Regardless of where actually delivered, this Indemnity Agreement shall be deemed to have been accepted by Agents and Issuers in the State of New York.

Guarantor hereby irrevocably consents to the jurisdiction of any state or federal court located in the State of New York for all disputes arising out of or relating to this Indemnity Agreement. Guarantor hereby agrees that venue for any proceedings shall be exclusively in such state or federal court and waives (a) any objection to venue and (b) any right to require any change of venue. Guarantor further hereby agrees that service of process in any proceedings may be made by certified mail, return receipt requested, directed to Guarantor at its address indicated below.

IN WITNESS WHEREOF,

Guarantor Has Duly Executed This

Indemnity Agreement this _____ day of _____, 20__

(Name of Guarantor)

By: _____ (Seal)

Authorized Signature (Officer or partner)

Title: _____

Address: _____

**ACKNOWLEDGEMENT
(When Guarantor is a Partnership)**

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20__ , before me personally came _____, to me known, and known by me to be a member of the firm of _____

_____ described in and which executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the said instrument in the name of said firm and for its purposes and on its behalf.

_____ Notary Public

My commission expires _____

**ACKNOWLEDGEMENT
(When Guarantor is a Corporation)**

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 20__ , before me personally came _____, to me known, who being by me duly sworn, did depose and say: that he/she resides at _____; that he/she

is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

_____ Notary Public

My commission expires _____