

**PROGRAM APPLICATION & SUBSCRIPTION AGREEMENT
FOR FINANCIAL INSTITUTION ENROLLEES**

I. FINANCIAL INSTITUTION APPLICATION

Applicant/Guarantor's

Name _____ Telephone _____ FAX _____

Address/City/State/Zip _____

Name of Contact Person _____ Telephone _____ FAX _____

Address/City/State/Zip _____

Indicate your association memberships: _____

Total Gross Assets: \$ _____ Financial Institution Blanket Bond Limit: \$ _____

Name of Your Primary Blanket Bond Carrier: _____ Bond Deductible: \$ _____

Annual* Program Subscription Fee (non-refundable) \$495 Your Financial Institutional Numbering System (FINS#): _____

Estimated number of signature guarantees you expect to perform each year: _____

Please attach check for the annual SUBSCRIPTION FEE (\$495) payable to: *KEMARK FINANCIAL SERVICES, INC.*

*Note: The initial fee covers the first 13 months from date of inception; thereafter the fee is paid annually.

II. FINANCIAL INSTITUTION SUBSCRIPTION AGREEMENT

KEMARK FINANCIAL SERVICES, INC.

One Blue Hill Plaza, 11th Floor

P.O. Box 1686

Pearl River, NY 10965-8686

We wish to act as a STAMP guarantor and are providing you herewith, as the STAMP Program Administrator, our signed STAMP Indemnity Agreement and executed STAMP Surety Bond.

We understand that the safe and effective administration of STAMP depends on our strict compliance with certain obligations imposed on all STAMP guarantors. Accordingly, for good and valuable consideration, we do hereby confirm our commitment to the following, which, when accepted by you, will constitute an agreement between us and all STAMP participants:

1. We have paid herewith an initial non-refundable fee of \$495 covering the first 13 months after our acceptance into STAMP. We will pay a subsequent non-refundable annual (12 months) fee prior to each anniversary of the date of our acceptance into STAMP, in an amount to be billed to us 90 days in advance. Our failure to remit the annual fee to the Program Administrator prior to any such anniversary date will result in the automatic termination as of such date of our right to act as a STAMP guarantor.

2. We will at all times assure the full safeguard and control of all STAMP imprint equipment provided to us, and will notify the Program Administrator immediately in the event of theft, loss, destruction or disappearance of such STAMP imprint equipment. We acknowledge that we have no property interest in such STAMP imprint equipment, whether imprint plate(s) or handstamp imprint plate(s), and that our right to use such STAMP imprint plate(s) and handstamp imprint plate(s) is at all times conditioned on our strict compliance with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP.

3. Within three (3) business days after receipt of a demand for indemnity under our STAMP Indemnity Agreement, we will acknowledge receipt in writing. Such acknowledgement will contain the name, address and telephone number of the individual in our organization authorized to handle the demand. We acknowledge that our failure to satisfy a demand within ten (10) business days after receipt will constitute a default under our STAMP Indemnity Agreement, entitling the participant to present the demand as a claim under our STAMP Surety Bond.

4. Prior to January 31st of each year, we will report in writing to the Program Administrator the number of demands made on us during the preceding calendar year by STAMP participants under our STAMP Indemnity Agreement, specifying in such report the name of each such participant and the dollar amount of each such demand.

5. We will promptly return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us, in the event of the termination of our right to act as a STAMP guarantor for any reason, including the termination of our STAMP Surety Bond.

6. We will strictly comply with all procedures for STAMP promulgated by the Program Administrator.

7. Our failure at any time strictly to comply with this Subscription Agreement, with our STAMP Indemnity Agreement and with all procedures promulgated for STAMP shall be cause for the immediate termination of our right to act as a STAMP guarantor.

8. This Subscription 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.

9. Regardless of where actually delivered, this Subscription Agreement shall be deemed to have been accepted in the State of New York.

10. We irrevocably consent 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 Subscription Agreement. We agree that venue for any proceedings shall be exclusively in such state or federal court and waive (a) any objection to venue and (b) any right to require any change of venue. We further agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to us at our office address indicated above.

11. Should legal action against us be necessary to compel our compliance with this Subscription Agreement, with our STAMP Indemnity Agreement or with any procedures promulgated for STAMP, including without limitation our obligation to return to the Program Administrator all STAMP imprint plate(s) and handstamp imprint plate(s) provided to us in the event of the termination of our right to act as a STAMP guarantor for any reason, we expressly (a) consent to the immediate issuance against us of injunctive relief in any such action and (b) agree to indemnify the persons taking such action against all costs and expenses thereof.

Very truly yours,

Name of Applicant/Guarantor

By: _____

Authorized Signature (Officer or Partner)

Title: _____

TO BE COMPLETED BY PROGRAM ADMINISTRATOR

Accepted: Kemark Financial Services, Inc.

Program Administrator

By: _____ Dated: _____, 20____

Robert F. McKeon, Chairman