

**STAMP SURETY BOND
FOR FINANCIAL INSTITUTION ENROLLEES**

KNOW ALL PERSONS BY THESE PRESENTS:

That We

1. { _____
(Name of STAMP Guarantor)

(hereinafter called the "Principal") and

2. { _____
(Name of Surety Company)

(Address of Surety Company)

(hereinafter called the "Surety") are held and firmly bound unto 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 (hereinafter collectively called the "Obligees"), as their interests may appear, in an amount not to exceed \$ _____ for any one transaction and in no event to exceed an aggregate limit of \$ _____ (twice the "one transaction" limit) over the life of this Bond, for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

WHEREAS, the Principal has executed a STAMP Indemnity Agreement (the "Indemnity Agreement") for the benefit of the Obligees relating to the use by the Principal of a STAMP Imprint to execute guarantees of signatures and other certifications and guarantees, including, but not limited to, erasure guarantees and one-and-the-same guarantees, and a STAMP Attorney Release Imprint to execute powers of substitution, incident to the transfer, payment, exchange or purchase of securities. The STAMP Imprint and the STAMP Attorney Release Imprint are collectively referred to as the "Imprint."

WHEREAS, the Obligees have agreed to act in reliance upon the Imprint when so used, provided that this Bond be furnished.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully discharge its duties and responsibilities under the Indemnity Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond becomes effective on the date hereof and will continue in force until terminated as hereinafter provided. The liability of the Surety for any and all claims brought under this Bond, (regardless of the number of years the Bond remains in force and effect, or the number of annual premium payments made hereunder, or the number of claimants or claims made hereunder), shall in no event exceed in the aggregate the aggregate Bond limit as herein stated.

This Bond shall be continuous and shall be deemed cancelled on the 45th day following receipt of a written notice served by the Surety upon the designee of the Obligees:

KEMARK FINANCIAL SERVICES, INC.
One Blue Hill Plaza, 11th Floor
P.O. Box 1686
Pearl River, NY 10965-8686
with a copy to:
The Securities Transfer Association, Inc.
c/o Schiff Hardin LLP
900 Third Avenue, 23rd Floor
New York, NY 10022

To be completed by Surety Company

Bond Number: _____

by certified mail, return receipt requested, provided that the Principal will have the benefit of such notice of cancellation.

No suit or action under this Bond may be brought against the Surety unless such suit or action is commenced within six (6) years following the date on which the claim under the Indemnity Agreement shall have arisen.

Upon payment of any claim under this Bond, the Surety shall be subrogated to all of the rights of the Principal against any person or organization liable to the Principal.

This Bond 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 Bond shall be deemed to have been accepted by the Obligees in the State of New York.

The Principal and the Surety hereby 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 Bond. The Principal and the Surety hereby 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. The Principal and the Surety further hereby agree that service of process in any proceedings may be made by certified mail, return receipt requested, directed to the Principal and/or the Surety at their respective addresses indicated above.

To be completed by Surety

Signed and sealed this _____ day of _____, 20____.

(Surety)

By: _____ (Seal)
(Authorized Officer of the Surety)

To be completed by you as Principal

(Principal's Name)

By: _____ } 3.
(Authorized Signature-Officer or Partner)

Title: _____