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### Agreement of Indemnity

**FOR VALUE RECEIVED,** \_\_\_\_\_  
(hereinafter known as the “**Issuing Corporation**”) hereby agrees to indemnify and save harmless **Bay City Transfer Agency & Registrar, Inc.** and its successors, (hereinafter known as “**Transfer Agent**”), from any claim, liability, loss or damage arising from the following:

**WHEREAS,** the Issuing Corporation may request that certain stock certificates representing shares of stock be delivered by Transfer Agent to the Issuing Corporation, in order that the Issuing Corporation may deliver such shares to its shareholders, and

**WHEREAS,** the Issuing Corporation understands and agrees that it will be responsible for ensuring that such certificates are delivered to shareholders, utilizing appropriate methods for establishing proof of delivery thereof, and

**NOW THEREFORE,** the Issuing Corporation hereby agrees to indemnify and save harmless Transfer Agent, from and against any and all liabilities, losses, damages, judgments, costs, counsel fees and expenses of every nature which it may sustain or incur by reason of or on account of replacing stock certificates which may be reported by shareholders as not having been received. In addition, the Issuing Corporation further agrees that it will be responsible for (1.) obtaining (or for paying the premium to obtain) a lost instrument surety bond to replace any lost certificate for which the Issuing Corporation does not possess satisfactory evidence of proof of delivery of such certificate to the shareholder; (2.) paying the fees of the Transfer Agent for replacement of such lost certificate; and (3.) obtaining from the shareholder, and providing to the Transfer Agent, an “Affidavit of Non-Receipt” for the lost certificate.

In the event of any asserted claim, Transfer Agent shall provide Issuing Corporation with reasonably timely notice of same, and thereafter the Issuing Corporation shall comply with the terms of this agreement, and at its own expense, defend and protect Transfer Agent against any claim, loss or liability. This agreement shall be unlimited as to amount or duration, and it shall be binding upon the Issuing Corporation’s successors and assigns.

**Signed** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: (signature) \_\_\_\_\_ Officer's Corporate Title: \_\_\_\_\_

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

By: (signature) \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Company Secretary

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**State of** \_\_\_\_\_  
**County of** \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**NOTARY SEAL:**

\_\_\_\_\_  
Signature of Notary Public