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AGREEMENT TO INDEMNIFY TRANSFER AGENT / REGISTRAR

IN CONSIDERATION of BAY CITY TRANSFER AND REGISTRAR INC. (BAY CITY), a Michigan Corporation, to act as Transfer Agent and Registrar for:

_____ (herein referred to as Company)
Company assumed full responsibility and agrees to indemnify and save harmless BAY CITY from and against all liabilities, losses, damages, costs, charges, expenses and counsel fees, whether BAY CITY or others, which BAY CITY may incur as a result of acting as Company's Transfer Agent / Registrar.

Said Indemnity to BAY CITY is for any matters which may result from action or inaction taken by BAY CITY in good faith, with due diligence and without negligence.

Additionally, Company grants TRANSFER AGENT the following rights and remedies:

- 1) Right of contribution to TRANSFER AGENT by Company and for amounts paid to third parties, as Transfer Agent for the Company; BAY CITY may request opinion of counsel when Bay City requires same, relative to any matter which may arise in the performance of TRANSFER AGENT duties as Company's Transfer Agent, which opinion shall be at the expense of the Company;
- 2) A security interest in any books and records of the Company which are in possession of TRANSFER AGENT in defense of any claims which may arise in the performance of TRANSFER AGENT normal duties;
- 3) TRANSFER AGENT shall be paid in a timely manner, and may chill an issue until outstanding invoices and termination fees are paid in full;
- 4) Right to obtain from Company any books, records, or memoranda which are required by TRANSFER AGENT in defense of any claim which may arise in the performance of TRANSFER AGENT's duties as Transfer Agent.

Signed this ___ day of _____, _____.

By: (signature) _____ Officer's Corporate Title: _____

Printed Name: _____

By: (signature) _____ Printed Name: _____
Company Secretary

State of _____
County of _____

Subscribed and sworn to (or affirmed) before me this ___ day of _____, _____

NOTARY SEAL:

Signature of Notary Public _____