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BAY CITY TRANSFER AGENCY & REGISTRAR INC.
REGISTRARSHIP AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ 200
BETWEEN:

AND: BAY CITY TRANSFER AGENCY & REGISTRAR INC.
300 Center Avenue
Suite 202B
Bay City MI 48708
(hereinafter referred to as "BAY CITY")

WITNESS THAT the parties hereto agree and covenant with each other as follows:

1. The Company hereby appoints Bay City, as of the date of this agreement (the "effective date"), its:
 - (a) Transfer Agent and Registrar to keep the register of shareholders and the register of transfers at its principal office or the designated offices of its duly appointed agents.

for the Common shares (the "shares") in the capital of the Company; and
 - (b) Dividend Disbursing Agent to disburse dividends which may be declared from time to time on the Shares of the Company after receipt by Bay City at its Principal Office a certified copy of the resolution of the Board of Directors of the Company declaring such dividends.

Bay City accepts such appointment upon the terms hereinafter set forth.

2. Subject to any laws and government regulations in force from time to time and to any general or particular written instructions that the Company may from time to time give to Bay City, Bay City shall:
 - (a) permit transfers of shares to be made in the register of transfers, or any branch register of transfers, by holders of Shares or by their duly authorized agents and shall cancel certificates for Shares surrendered for the purpose of such transfer;
 - (b) shall register, countersign, and register and deliver to the shareholders entitled thereto or their agents share certificates in respect of the Shares held by or transferred to them respectively;
 - (c) make such entries from time to time in the records as may be necessary in order that the accounts of the shareholders of the Company be properly and accurately kept; and
 - (d) provide such other services from time to time in the records as may be agreed with the Company.
3. Bay City shall be entitled:
 - (a) to treat as valid any certificate or certificates for Shares purporting to have been issued by or on behalf of the Company prior to the effective date;
 - (b) to refuse to transfer Shares in respect of which a certificate is presented until it is satisfied that such certificate is valid, that the endorsement thereon is genuine and that the transfer requested is legally authorized; and
 - (c) to assume that, until notified in writing by the Company, the signatures of the officers of the Company on share certificates delivered to Bay City by or on behalf of the Company are signatures of officers authorized to sign certificates for shares.
4. The Company agrees that immediately after the allotment of shares allotted on or after the effective date, the Company shall deliver to Bay City a certified copy of the resolution of allotment.
5. (a) Bay City may use its own judgment in the performance of its duties or in the determination of its rights hereunder but at any time it may apply to the Company or to the counsel for the Company or to its own independent legal

counsel or other advisor for instructions or advice. Bay City may or may not, in its sole discretion, act and rely on the instructions, advice or opinion so obtained.

- (c) Bay City and its affiliates are authorized to comply with any and all requests from all regulatory authorities without obtaining authorization from the company.
6. Provided Bay City has acted in good faith, and without negligence, the Company shall indemnify and save harmless Bay City against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, costs, expenses and disbursements including legal and advisor fees and disbursements of whatever kind of nature which may at any time be imposed on, incurred by or asserted against Bay City however arising from or out of any act or omission of Bay City pursuant to or in relation to this agreement whether or not such act or omission arises the exercise of judgment of Bay City, any applicable legislation, regulation or order, or the reliance by Bay City on instructions or advice of counsel for the Company or its own independent legal counsel or other advisor. The indemnity shall survive removal or resignation of Bay City and termination of this agreement.
 7. The remuneration of Bay City for its services as aforesaid shall be such as per the current price list (which is subject to change from time to time) and as may from time to time be agreed upon by the Company and Bay City, and the Company shall pay all expenses and disbursements (including legal and advisory fees) of Bay City pursuant to this agreement.
 8. The appointment of Bay City shall continue until terminated by 90 days notice with the balance outstanding payable until the termination date. In addition, in its sole discretion, Bay City may impose a termination fee which will be payable before any transfer of records takes place.
 9. Bay City will faithfully carry out and perform its duties hereunder and upon termination of its appointment and upon payment by the Company to Bay City of all moneys owing to Bay City hereunder shall deliver over to the Company the registers and branch registers maintained by it and any documents connected therewith or with the business of the Company transacted hereunder; provided what if the Company fails to retrieve or to direct delivery of relevant records and documents within one year after affective termination date of this agreement, the Company agrees with and irrevocably authorizes and directs Bay City to destroy such documents.

10. Any notice, direction, instruction, request or other communication (“Notice”) given in connection herewith shall be validly given if in writing and if delivered or if mailed by prepaid first class mail to the parties at their addresses set out below.

(a) if to the Company

(b) if to Bay City

BAY CITY TRANSFER AGENCY & REGISTRAR INC.
300 Center Avenue
Suite 202B
Bay City MI 48707

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

BAY CITY TRANSFER AGENCY & REGISTRAR INC.

By:
Title:

The Company
By:
Title: