

# *First American Stock Transfer, Inc.*

## *Resolution to Appoint Transfer Agent*

1. On this date \_\_\_\_\_, (NAME OF ISSUER) \_\_\_\_\_ hereby appoints **FIRST AMERICAN STOCK TRANSFER, INC. ("FAST")** to be its sole transfer agent and registrar, as agent for the ISSUER only and not for the ISSUER'S individual shareholders or intended or unintended beneficiaries, to rightfully record and register all issuances, transfers and cancellations of the ISSUER's equity security instruments listed in Exhibit A, and to provide, by law or when requested, adjunct services (proxy mailings, lost shareholder searches, escheatment, etc.) within its purview as Transfer agent – either by itself or through a third-party Service Provider.
2. ISSUER assigns to **FAST** and, in connection with the performance of its duties **FAST** may rely on, any and all warranties, representations or guarantees, statutory or otherwise, made to ISSUER by or on behalf of presenters of certificates, originators of instructions, endorsers or otherwise in connection with the transfer of registration process or the issuance of ISSUER's securities.
3. In consideration of **FAST**, an Arizona Corporation, to act as Transfer Agent and Registrar, which **FAST** would not undertake absent this indemnity, \_\_\_\_\_(Name of ISSUER)\_\_\_\_\_ assumes full responsibility and agrees to indemnify, save and hold harmless, **FAST** and any contracted Service Provider from and against any and all liabilities, losses, damages, costs, charges, counsel fees, court costs, claims, cross-claims, actions, causes of actions, demands, compensation, reimbursement, fines, penalties, debts, promises, obligations, collection and character, which **FAST** and its Service Provider may incur as a result of acting as ISSUER's Transfer Agent, or as a result of actions of any predecessor or new Transfer Agent except for said Agent's (**FAST**'s) own willful misconduct or gross negligence. This obligation to indemnify shall include all costs of defense and attorney fees, whether specifically ordered by a Court, or not. This Indemnity Agreement does not expire or become null and void upon termination of the Agent and Issuer relationship and shall survive such termination. In the event of disposition assignment or sale of Agent, this contract and Indemnity Agreement shall be assigned and transferred to the Purchaser. In no event shall **FAST** be liable for consequential or incidental damages of ISSUER.
4. **FAST** may require ISSUER to post collateral which is sufficient in the opinion of **FAST** or its counsel to secure the indemnities provided in this Agreement. Such collateral shall be cash, or its equivalent. Any bond shall be issued by a Surety having a Moody's Rating of at least A+. Agent shall not be under any obligation to prosecute or to defend any action or suit in relation to the Transfer Agent relationship between **FAST** and the ISSUER which, in the opinion of **FAST** or its counsel may involve an expense or liability on behalf or against **FAST** (and contracted Service Provider), unless the ISSUER shall, when such occasion arises, furnish **FAST** with satisfactory security for all expense and liability. **FAST** may require ISSUER to post a security deposit which is sufficient in the opinion of **FAST** or its counsel to secure future payment of services performed or to be performed by **FAST**, including attorneys fees and past due invoices or an estimate of future invoices. **FAST** shall have the immediate right to access and utilize such funds.
5. In order to further validate and authenticate ISSUER, **FAST** requires that ISSUER provide its Federal Tax Identification Number and copies of all original company Articles of Incorporation or Organization, By-Laws with original Officer signatures, and each resignation and assumption letter for all current Officers.
6. This Agreement supersedes any prior agreements between **FAST** and ISSUER. Amendments and modification to this Agreement must be in writing and must be signed by both parties. In the event of any modification, the amended agreement ("Amendment") will supersede and take precedence over conflicting provisions in this original agreement. Any provisions in the original contract that conflict are deemed invalid and the terms of the addendum/amendment and all non-conflicting provisions of the original agreement/indemnity agreement shall govern the relationship of the parties from that point forward.

7. ISSUER hereby grants to **FAST** and its contracted Service Providers, the following rights and remedies:
- a. Specific certificate numbers and transaction identification numbers, being promulgated on the premises of **FAST** within the performance of its duties as Transfer Agent for ISSUER are the express property of **FAST** until all amounts due and owing to **FAST**, including termination fees, are paid. Upon final payment said property is transferred to the ISSUER. Additionally, ISSUER hereby grants to **FAST** a lien on the books, records and other property of the ISSUER in the custody or possession of **FAST** to the extent that such fees and disbursements billed for services remain unpaid.
  - b. **FAST** may change its fees from time to time, with 30 days notice to ISSUER and Participants of the Depository Trust & Clearing Corporation.
  - c. **FAST** may request an opinion of its counsel when it requires, relative to any matter that may arise in the performance of its duties as ISSUER's Transfer Agent, the expense of which shall be borne by and be the sole obligation of the ISSUER. Counsel, in these matters, will be entitled to bill ISSUER directly.
  - d. A security interest in any books and records of ISSUER, which are in the possession of **FAST**. Such security interest includes any and all amendments and additional contracts for consulting and any other services provided by **FAST**. ISSUER agrees that it will furnish to **FAST** any further documents necessary to perfect such security interest.
  - e. **FAST** may rely on the accuracy of any existing records provided to it by or from ISSUER or any prior transfer agent for ISSUER and ISSUER will indemnify, hold harmless and save **FAST** from any and all liability, cost or expense it may incur by reasons of having acted or failed to act in reliance on those records.
  - f. **FAST** has the right to obtain from ISSUER any books, records, or memoranda which are required by **FAST** in defense of any claim which may arise in the performance of its duties as Transfer Agent or in regard to any past due balances in order to collect any monies owed to **FAST**.
8. The relationship between ISSUER and **FAST** is a continuing one. However, both parties have the right to terminate the relationship. If initiated by ISSUER, ISSUER must provide **FAST** with ten business days notice, in writing. Before records are transferred either to a successor Transfer Agent or to ISSUER, all monies due are to be paid in full, including termination fees. Upon receipt of payment in full, **FAST** is required to send all records, within five business days, to the designated recipient, per written instructions from the ISSUER.
9. **FAST** is authorized and directed to open and maintain a control book and to maintain such ledgers, logs, journals and other books and to keep such records as may be required or deemed advisable in the performance of its agency.
10. **FAST** is hereby authorized by ISSUER to issue new stock upon the proper presentment of a Resolution of the Board and an Issuance Resolution signed by the officer of ISSUER authorized to sign the resolution. All newly issued shares will initially be issued subject to applicable restrictions on transfer unless the issuance instruction is accompanied by a legal opinion issued by an attorney in good standing and familiar with applicable securities laws, rules and regulations,, in which an opinion is rendered that the issuance of free-trading stock shares is warranted after the performance of independent verification and due diligence.
11. **FAST** is hereby authorized by ISSUER to accept for transfer and without question any outstanding free-trading certificates and/or instructions for book entry positions of said stock of the Issuer that are properly stamped and endorsed as required by law and medallion guaranteed by industry practice, and to issue and countersign as registrar any new certificates or authenticate as electronic book entry shares for a like number of shares of the same class of stock in place thereof and to deliver such new shares according to the directions provided in the presentment.
12. **FAST** is hereby authorized by ISSUER to accept shares for cancellation and without question if the shares are accompanied by a signed and medallion guaranteed stock power or the shares have never been in the possession of the registered shareholder and are accompanied by a signed indemnity letter from the ISSUER written on company letterhead with a stated reason for the cancellation.

13. The authorized officers of ISSUER be and hereby are instructed to certify a copy of these resolutions under the seal of ISSUER and to deliver the copy to **FAST**, together with such certified documents, opinions of counsel, certificates, specimen signatures of officers and information as **FAST** may require in connection with its duties as Transfer Agent and immediately upon any change therein which might affect **FAST** in its duties and to give **FAST** written notice and to furnish such additional certified documents, specimen signatures of officers and information as **FAST** may require. It is understood and agreed that **FAST** shall be fully protected and held harmless for the failure of the ISSUER to give proper and sufficient notice of any such change.
14. **FAST** may use its own judgment in matters affecting its duties hereunder and shall be liable only for its own gross negligence or willful misconduct. ISSUER indemnifies and holds harmless **FAST** from any and all liability, including attorneys fees and court costs, for each act done by it in connection with its appointment and conduct or in good faith in reliance upon any instrument, certificate or instruction believed by it to be genuine and to be signed, countersigned or executed by any person or persons authorized to sign and with the capacity to sign, countersign, or execute the same.
15. When certificates of ISSUER'S stock shall be presented to **FAST** for transfer or instructions for transfer of electronic book entry shares of Issuer's stock shall be presented, **FAST** is hereby authorized to refuse to transfer the same until it is satisfied that the requested transfer is legally in good order. ISSUER shall indemnify and hold harmless **FAST**; and **FAST** shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized or believes such act may subject it to civil or criminal liability under any statute or law of any state or of the United States and, in particular, under the Securities Act of 1933, as amended, the Securities Act of 1934, as amended, under the Patriot Act and, when applicable, the Bank Secrecy Act. **FAST** may rely upon the Uniform Commercial Code and generally accepted industry practice in effecting transfers, or delaying (within reason) or refusing to effect transfers. If, on a transfer of a restricted item determined by the agent to be missing appropriate supporting documents or otherwise found to not be in good order, the presenter will be offered three business days in which to supply the missing components of the presentment before **FAST** rejects the presentment.
16. When **FAST** deems it expedient it may apply to the ISSUER or counsel for the ISSUER, or to its own counsel, for instructions and advice. The ISSUER will promptly furnish or cause its counsel to furnish such instructions and advice, and, for any action taken in accordance with such instructions or advice, or in case such instructions and advice shall not promptly be furnished as required by this resolution, the ISSUER will indemnify and hold harmless **FAST** from any and all liability, including attorneys fees of separate counsel and court costs through a final judgment determination. Transfer agent may, at its discretion, but shall have no duty to, prosecute or defend any action or suit arising out of authorizations hereby granted unless the ISSUER shall, when requested, furnish it with funds or the equivalent to defray the costs of such prosecution or defense.
17. This agreement shall be interpreted under the laws of the State of Arizona. The parties consent to submit themselves to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona in connection with any dispute that may arise for or in connection with this agreement.
18. **FAST** shall act solely as agent for ISSUER under this Agreement and owes no duties hereunder to any other person or entity. **FAST** undertakes to perform the duties and only the duties that are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against it.
19. This Resolution of Appointment is agreed to, incorporates and binds all parties to pages 1 through 4.

*Therefore, in consideration of the mutual promises, conditions and covenants herein made and for other good and valuable consideration the receipt and adequacy of which are acknowledged and intending to be legally bound, the parties hereto agree as follows:*

This **Resolution to Appoint Transfer Agent** is made and entered into as of \_\_\_\_\_ (Effective Date) by and between **FAST** and \_\_\_\_\_ (NAME OF ISSUER) of \_\_\_\_\_ (City and

State). This Resolution, upon execution and signatures of both parties, is agreed to, incorporates and binds all parties to pages 1 through 4 and incorporates but is not limited to Exhibits A through G.

**NAME OF ISSUER:**

\_\_\_\_\_

**FIRST AMERICAN STOCK TRANSFER, INC.**

**Signed** \_\_\_\_\_

**Signed** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**EXHIBIT A - Company information sheet**

**EXHIBIT B - Signatures of the Pres., Sec'y; Authorizations; and List of Control Persons or Affiliates**

**EXHIBIT C – Certifications of Issuer**

**EXHIBIT D - Articles of Incorporation or Organization**

**EXHIBIT E – By-Laws and Amendments**

**EXHIBIT F – Applicable Merger Agreements and/or Other Corporate Actions**

**EXHIBIT G - Acceptance and Resignation Letters of Officers**

## **Company Information Sheet**

Company Name: \_\_\_\_\_

Address (1): \_\_\_\_\_

Address (2): \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone (main): \_\_\_\_\_ Fax Line: \_\_\_\_\_

Cell(s): \_\_\_\_\_

FedEx/DHL/UPS#: \_\_\_\_\_

IRS#: \_\_\_\_\_

CUSIP: \_\_\_\_\_ State of Inc. \_\_\_\_\_

Trading Symbol: \_\_\_\_\_ Listed on: \_\_\_\_\_

### **Corporate Officers:**

Chairman of the Board \_\_\_\_\_ email \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_ email \_\_\_\_\_

President \_\_\_\_\_ email \_\_\_\_\_

Secretary \_\_\_\_\_ email \_\_\_\_\_

Treasurer \_\_\_\_\_ email \_\_\_\_\_

Other \_\_\_\_\_ email \_\_\_\_\_

Attorney \_\_\_\_\_ Auditor \_\_\_\_\_

### **Classes of Stock Included in this Resolution:**

Common: \_\_\_\_\_(X) Total Authorized Shares: \_\_\_\_\_ Par Value: \_\_\_\_\_

Preferred A: \_\_\_\_\_(X) Total Authorized Shares: \_\_\_\_\_ Par Value: \_\_\_\_\_

Preferred B: \_\_\_\_\_(X) Total Authorized Shares: \_\_\_\_\_ Par Value: \_\_\_\_\_

Preferred (Other) \_\_\_\_\_(X) Total Authorized Shares: \_\_\_\_\_ Par Value: \_\_\_\_\_

Rights: \_\_\_\_\_(X) Warrants: \_\_\_\_\_(X)

Dividend Reinvestment Program: \_\_\_\_\_(X) Employee Stock Options: \_\_\_\_\_(X)

List former names of Corporation: \_\_\_\_\_

\_\_\_\_\_

Annual Meeting Timeframe \_\_\_\_\_

Prior Split(s), Corporate Actions: \_\_\_\_\_

Former Transfer Agent: \_\_\_\_\_

**Signatures of President and Secretary**

*President*

*Secretary*

***What is/are the name(s) of the person(s) authorized to instruct FAST to issue stock?***

***List of Control Persons, Affiliates, Persons with > 5% of Stock:***

## *Issuer Certifications*

### **CERTIFICATION OF ARTICLES OF INCORPORATION AND BY-LAWS**

I, the undersigned Secretary of

\_\_\_\_\_  
Name of Company

Do hereby certify that the attached are true and correct copies of the Articles of Incorporation and the By-Laws of the Corporation, and that the same have not been rescinded or modified and are in full force and effect as of this date.

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary

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### **CERTIFICATION FOR THE ISSUANCE OF PAPERLESS CERTIFICATES**

I, the undersigned, Secretary of

\_\_\_\_\_  
Name of Corporation

Do hereby certify that the Articles of Incorporation and/or By-Laws have been duly amended by the Board of Directors to allow for the issuance of paperless book-entry shares as a pre-condition for inclusion in the DWAC/FAST and DRS Profile systems offered by The Depository Trust & Clearing Corporation.

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary

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### **CERTIFICATION OF SPECIMEN STOCK CERTIFICATES**

I, the undersigned, Secretary of

\_\_\_\_\_  
Name of Corporation

Do hereby certify that the specimen stock certificates attached hereto have been duly authorized by the Board of Directors for use by our Transfer Agent and Registrar.

Dated \_\_\_\_\_

\_\_\_\_\_  
Secretary