

**AGREEMENT APPOINTING
PRESIDENT'S STOCK TRANSFER INC
AS AGENT AND REGISTRAR**

This Agreement is made this _____ day of _____, 20____ by and between
President's Stock Transfer Inc and _____,
("The "Company").

1. Appointment

President's Stock Transfer Inc is hereby appointed transfer agent and registrar of the following shares of the Company's stock:

<u>Class</u>	<u>Par Value Per Share</u>	<u>Number of Shares Authorized By Corporation</u>	<u>Number of Shares Covered by this Appointment</u>
_____	_____	_____	_____
_____	_____	_____	_____

By special resolution adopted by the Company's Board of Directors, President's Stock Transfer Inc may from time-to-time be appointed to act in the capacity of dividend disbursing agent, warrant agent, exchange agent, redemption agent, escrow agent, or any other similar capacity as may be agreed upon by President's Stock Transfer Inc and the Company.

2. Originally Issued Shares

President's Stock Transfer Inc hereby authorized to issue, register and countersign certificates (that is, certificates not issued upon transfer and cancellation of existing certificates then outstanding) of the Company's stock covered by this appointment upon being furnished with an appropriate written request signed by an officer of the Company, a certified copy of a resolution of the Board of Directors authorizing such original issue and, if specifically requested by President's Stock Transfer Inc, an opinion of counsel as described in Paragraph 15(f)(iii) and (iv),below.

3. Transfer of Outstanding Shares

President's Stock Transfer Inc is hereby authorized to accept for transfer any outstanding certificates representing the Company's stock covered by this appointment, and to issue and countersign new certificates in place thereof except that President's Stock Transfer Inc may refuse to transfer such certificate if it in good faith believes that the certificate, when surrendered for transfer, is not validly or genuinely endorsed or is otherwise not in compliance with law. President's Stock Transfer Inc reserves the right to refuse to transfer shares until it is satisfied that the requested transfer is legally authorized or for

any reason not permitted by law. President's Stock Transfer Inc may, in effecting transfers, rely upon Simplification Acts or the Uniform Commercial Code, which it believes may protect President's Stock Transfer Inc and the Company in not requiring complete documentation. In cases in which President's Stock Transfer Inc is not directed or otherwise required to maintain the consolidated records of stockholders' accounts, President's Stock Transfer Inc shall not be liable for any loss, which may arise by reason of not having such records where it has exercised ordinary diligence. President's Stock Transfer Inc shall be under no duty to use a greater degree of diligence by reason of not having such records.

4. Transfer or Cancellation of Treasury Shares

President's Stock Transfer Inc is hereby authorized to transfer or cancel certificates of the Company's Stock covered by this appointment in the name of or belonging to the Treasury of The Company, upon receipt of the certificate(s) endorsed by an officer of the Company, a certified copy of a resolution of the Board of Directors authorizing such endorsement and such transfer or cancellation, and, in the case of a transfer only, an opinion of counsel as described in Paragraph 15(f)(iv), below.

5. Lost or Destroyed Certificates

President's Stock Transfer Inc may issue new certificates in place of certificates represented to have been lost, stolen or destroyed in accordance with the Board of Directors' resolution described in Paragraph 15(g) below, upon receiving a bond or other indemnity satisfactory to President's Stock Transfer Inc. President's Stock Transfer Inc is further authorized in its description to issue a new certificate in exchange for, and upon surrender of an identifiable mutilated certificate.

6. Delivery of Certificates by Mail

President's Stock Transfer Inc is hereby authorized to forward stock certificates, scrip and warrants of the Company by mail. The Company shall provide a bond covering President's Stock Transfer Inc covering non-receipt of such mailed instruments. Said bond shall name, directly or indirectly, the Company and President's Stock Transfer Inc as obliges. In the event of the non-receipt of such certificates mailed by President's Stock Transfer Inc, the Company hereby authorizes the issuance of new certificates for a like amount in place of and upon receipt of a properly executed affidavit and proof of loss provided for under said blanket bond, all without further action or approval of the Board of Directors or the officers of the Company.

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7. Unclaimed or Undelivered Stock Certificates

Where a stock certificate, for any reason, is in the possession of President's Stock Transfer Inc and has not been claimed by the registered holder or cannot be delivered to the registered holder, through unusual channels, President's Stock Transfer Inc may, after the expiration of two (2) years from the date said certificate was issues, return said certificate to the Company to be held by the Company for the registered holder or transferred in accordance with the applicable laws.

8. Books and Records

President's Stock Transfer Inc is hereby authorized to establish and maintain such books of the Company as may be required in the performance of its agency and to establish and maintain stock ledgers for the Company and to make of any request or demand of the inspection of such stock books President's Stock Transfer Inc, will endeavor to notify the Company and to secure instructions as to permitting or refusing such inspection. President's Stock Transfer Inc reserves the right, however, to exhibit the stock books on any person if it is advised by its counsel that it may be held liable for the failure to exhibit the stock books to such persons.

9. Instructions, Opinions, of Counsel and Signatures

At any time President's Stock Transfer Inc may apply to an officer of the Company for an in good faith instruction on any matter and in accordance with such instructions, be protected in action upon any paper or document delivered by it to be genuine and to have been signed by the proper person or persons and shall not be held to notice thereof from the Company. It shall also be protected in recognizing stock certificates, which it reasonably believes, bear the proper manual or signature of a transfer agent or registrar, or of a co-transfer agent or co-registrar. President's Stock Transfer Inc may rely conclusively, for any and all purposes, upon any advises of transfers made in the course of transfer or representing original issuances, retirements or cancellations of shares; upon advises of stop transfer orders placed, releases or in effect against outstanding certificates; and upon any certificates representing such shares and other information which President's Stock Transfer Inc may receive from time-to-time from any co-transfer agent or co-registrar. It shall further be protected in relying upon all information contained in Appendix A hereto or otherwise supplied to President's Stock Transfer Inc by the Company in accordance with the provisions of this Agreement.

10. Indemnification

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President's Stock Transfer Inc shall not be liable for any act or omission in connection with this agency except for its own negligence or willful misconduct. The Company assumes full responsibility and will indemnify President's Stock Transfer Inc and save it harmless from and against any and all actions or suits, where groundless or otherwise, and from and against any and all losses, damages, costs, charges, counsel fees, payments expenses and liabilities arising out of the agency relationship, where President's Stock Transfer Inc has acted without negligence and without willful misconduct. President's Stock Transfer Inc shall not be under any obligation to prosecute any action or suit in respect of any agency relationship, which, in its sole judgment, may involve it in expense or liability. In any action or suit or demands, the Company shall, as often as requested by President's Stock Transfer Inc, furnish President's Stock Transfer Inc with satisfactory indemnity and reimbursement against any expense or liability growing out of such action or suit by or against President's Stock Transfer Inc in its agency capacity.

11. Previous Transfer Agent

The Company shall indemnify, protect and hold harmless President's Stock Transfer Inc from any liability arising from any actions or failure to act on the part of any previous stock transfer agents retained by the Company, specifically including, but not limited to, liability arising from any place, of completeness or validity of the records maintained by any such previous stock transfer agent or provided to President's Stock Transfer Inc by such previous stock transfer agents. The Company shall reimburse President's Stock Inc for any costs associated with correcting any record discrepancy upon transfer, upon notification to the Company by President's Stock Transfer Inc of such discrepancy. President's Stock Transfer Inc agrees to exercise reasonable diligence in converting the records and information of any such previous stock transfer agent to the President's Stock Transfer Inc system, and in researching the records of any such previous stock transfer agent to identify and resolve errors and discrepancies contained herein

11a Canadian Co-Agent

President Stock Transfer, Inc is authorized to appoint a Canadian Transfer Agent as a Co-Agency if required

12. Compliance With Law

President's Stock Transfer Inc may, without liability to the Company, refuse to perform any act in connection with this agency where in good faith reliance upon the opinion of its counsel, it believes in good faith that such act may subject it or its officers or employees to criminal liability under any law of any

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state or of the United States and, in particular, under the Securities Act of 1933.

13. Stock Certificates and Signatures

The Company shall furnish President's Stock Transfer Inc with sufficient supply of blank stock certificates and from time-to-time will renew such supply upon the request of President's Stock Transfer Inc. Such blank stock certificates shall be properly signed by officers of The Company authorized by law or by the Company's By-laws to sign stock certificates and, if required, shall bear the corporate seal or facsimile thereof.

The Company shall file promptly with President's Stock Transfer Inc written notice of any change in the officers authorized to sign stock certificates, written instructions or requests, together with a specimen signature of each newly authorized officer. In case any officer of the Company who shall have properly signed blank stock certificates shall die, resign or be removed prior to the issuance of such certificates, President's Stock Transfer Inc as transfer agent and/or as registrar may issue or register such stock certificates as the stock certificates of the Company notwithstanding such death, resignation or removal, and the Company shall file promptly with President's Stock Transfer Inc such approval, adoption or ratification as may be required by laws.

14. Effective Date

This appointment shall be effective the opening of business of the

_____ day of _____, 20__.

15. Necessary Documentation

Prior to the effective date of this appointment, the Company shall furnish the following documents to President's Stock Transfer Inc:

- a. A copy of the resolution of the Board of Directors ratifying, confirming and approving this Agreement, certified by the Secretary of the corporation;
- b. A copy of the Company's certificate of incorporation and all amendments thereto, certified by the Secretary of State of the State of the Company's incorporation;
- c. A copy of the By-laws of the Company and all amendments thereto, certified by the Secretary of the Company;
- d. Specimen stock certificates for each class of stock (outstanding or to be outstanding) of the Company for which President's Stock Transfer Inc is being appointed transfer agent or registrar;

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- e. A list, certified by the secretary of the transfer agent company which President's Stock Transfer Inc is succeeding, showing the number of shares represented thereby, the address and taxpayer identifying number of the stockholders, all previously cancelled upon transfer certificates, all stop transfer orders in respect to such certificates and the reason for such orders and, finally, all certificates issues as replacements for those reported lost, stolen or destroyed;
- f. An opinion of the Company's counsel as to-
 - i. The validity of the Company's organization and continuing existence;
 - ii. The adoption or approval of the forms of stock certificates by the Board of Directors of the Company;
 - iii. The validity of the issuance of the stock for which President's Stock Transfer Inc is being appointed;
 - iv. The status of all stock, including shares which are reserved for specified purposes, under the Securities Act of 1933 and any other applicable Federal or State Statute (i.e., if registration is necessary, the effective date of the registration statement or if exempt, the specific basis therefore);
- g. A copy of the resolution of the board of directors, certified by the secretary of the Company, authorizing President's Stock Transfer Inc to proceed from time-to-time with any necessary replacement of lost, stolen or destroyed certificates, upon bond(s) or other indemnity satisfactory to President's Stock Transfer Inc;
- h. Any additional information as may be specifically requested by President's Stock Transfer Inc in connection with its appointment or the performance of its duties.

16. Future Amendments of Character and By-laws

The Company shall file with President's Stock Transfer Inc certified copies of all amendments to its Articles of Incorporation or By-laws made after the date of creation of the agency.

17. Fees

The Company shall pay to President's Stock Transfer Inc such fees for President's Stock Transfer Inc services as are reflected in the fee schedule:

Computer Setup	
New Client Setup Fee	\$1000.00 Min
Monthly Transaction Journal Maintenance	\$100.00**
Company Address Change	\$25.00
Company Name Changes	\$500.00
FedEx Charge	\$60.00 local/\$80 Intl

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Regular Shareholder Transfer – cost basis needed (Complete Shareholder’s address required)	\$30.00 per certificate
Regular Brokerage Transfer	\$55.00 per certificate
Cancellation of Certificate	\$25.00 per certificate
Rush Fee (same day turnaround)	\$75.00
Non-Routine transfers	\$25.00 per certificate
Placement/Removal stop transfers	\$50.00 per certificate
Shareholders List	\$35.00
Certified Shareholders List	\$50.00
Shareholders Mailing Labels	\$12.00 per sheet
Proxy Preparation	See consulting fee
Restriction Removal –Rule 144	\$50.00 per certificate
Issuer Letter – Rule 144 Removal	\$50.00
Stock Splits Forward or Reverse (plus certificate costs)	\$500.00
Audit Letter	Hourly
S.E.C. Demands	Time & material
Consultation – Personal/phone (per hour or portion of)	\$100.00
Termination Fee (plus shipping)	\$1500.00***

** Minimum will apply when certificate fees and non-routine transfers are less than \$100.00 per month.

*** will be confirmed once quote is given for shipping of documents

TERMS ARE NET 30 DAYS, A 1.5% MONTHLY LATE CHARGE MINIMUM \$1.00

18. Termination

This Agreement may be terminated by either party without cause upon receipt of written notice thirty (30) days prior to the termination date. President’s Stock Transfer Inc further reserves the right to terminate this Agreement upon Seventy-two (72) hours advance notice to the Company in the event of a disagreement concerning the lawfulness of any transfer or other action requested by the Company, failure to timely pay fees due President’s Stock Transfer Inc or other cause, whether or not similar to the foregoing. President’s Stock Transfer Inc shall be reimbursed for all reasonable expenses, including charges for the shipment of records, associated with termination of the agency created by this Agreement by either party.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PRESIDENT'S STOCK TRANSFER INC

By: _____

By: _____

Title: _____

Title: _____

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Please print full name and provide 3 sample signatures of the President and the Secretary.
Leave lots of space between the signatures for scanning for placement onto certificates.

President

Please print name: _____

Secretary

Please print name: _____

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