

**THIS FORM IS TO BE FOR REPLACEMENTS
UNDER \$5,000.00 IN VALUE**

**AFFIDAVIT FOR REPLACEMENT OF
SECURITIES AND INDEMNITY AGREEMENT**

STATE OF: _____

COUNTY OF: _____

The undersigned, being duly sworn, deposes, says and agrees:

1. I, _____ being of legal age and residing at _____
_____,
County of _____, State _____.
2. On or about the _____ day of _____, 20 _____, certificate(s), _____
(the “Securities”) representing _____ shares of _____ (the “Company”) were
discovered missing under the following circumstances:

3. Except as stated above, I have no knowledge or information as to the whereabouts of the Securities.
4. The securities in question were not endorsed, nor were they accompanied by an assignment separate from certificate. Furthermore the ownership of said securities had not been negotiated upon at any time in the past.
5. The sole and absolute owner of the Securities is the undersigned.
6. Neither the Securities nor any of the rights represented thereby have been sold, assigned, endorsed, transferred or deposited under any agreement or subject to any hypothecation, lien or pledge, or in any other manner disposed of by or on behalf of said owner, and neither said owner nor anyone on behalf of said owner as executed any power of attorney, stock power or other assignment or authorization in respect thereof, which is now outstanding, and in force; and no person, firm or corporation other than said owner has any right, title, claim, equity or interest in or to the Securities or any of the rights represented thereby.
7. This Agreement is made for the purpose of inducing _____ (the “Company”) and **DIRECT TRANSFER LLC**, (the “Transfer Agent”) (1) to refuse to honor the Securities should they be presented by anyone other than said owner for transfer, payment, exchange or otherwise, and (2) to issue replacement securities in lieu thereof or to make the transfer, payment, delivery or exchange to which said owner would be entitled upon the surrender of the Securities.
8. In consideration of the willingness of the Company to issue and deliver to the undersigned a new instrument to replace the Securities or to make payment, credit, transfer, registration, exchange or delivery called for by, upon or in respect of the Securities without requiring the presentation or surrender thereof for cancellation or stamping or for any other purpose, the undersigned shall forever defend, indemnify and hold harmless the Company and Transfer Agent from and against any and all claims, demands, actions and suits (whether groundless or otherwise) and from and against any and all liabilities, losses, damages, costs and charges (including counsel fees and all other expenses) of every nature and character as the same may arise or be made against or be incurred by the Company or Transfer Agent, or to which the Company or Transfer Agent may be subjected, or which the Company or Transfer Agent may sustain, whether by reason or in consequence of any claim which may be made in respect of the Securities, or the

issuance or delivery of, or refusal to issue or deliver, a new instrument or instruments to any person or persons presenting or surrendering the Securities, or the issuance or delivery of a new instrument or instruments in place of the Securities.

9. The undersigned agrees that in case the Securities be found or come into his or her hands, custody or power or into the hands, custody or power of any other person or persons, the undersigned forthwith on demand shall deliver or cause the same to be delivered to the Company in order to be cancelled.

This Agreement is entered into under and pursuant to the laws of the State of North Carolina and shall in all respects be construed in accordance with laws of said State.

This Agreement is executed and is effective this _____ day of _____, 20____

Signature: _____ Signature: _____
(if held jointly)

Phone Number: _____

Sworn to and subscribed before me,

This _____ day of _____, 20____

Notary Public

Print Name: _____

[Notary Seal]

My Commission Expires: _____