

**AGREEMENT AND
CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS
OF**

R e s o l v e d :

I. That Continental Stock Transfer & Trust Company of _____
_____ be and hereby is appointed Transfer Agent and
Registrar of the _____ stock of
this Corporation.

II. That the Transfer Agent and Registrar be and hereby is authorized to issue, register and countersign certificates of said stock of this Corporation in such names and for such numbers of shares up to the full amount of such stock which is authorized but unissued and to deliver such certificates and/or book entry positions as may be directed by resolution of the Board of Directors or by written order of the President or a Vice-President and Secretary or Assistant Secretary or Treasurer and an opinion of counsel in form and substance satisfactory to it and such other documentation as it may require.

III. That the Transfer Agent and Registrar be and hereby is authorized to accept for transfer and registration any outstanding certificates and/or book entry positions of said stock of this Corporation properly endorsed and stamped as required by law, and to issue and countersign new certificates for a like number of shares of the same class of stock in place thereof and to deliver such new certificates.

IV. That the said Transfer Agent and Registrar may use its own judgment in matters affecting its duties hereunder and shall be liable only for its own gross negligence or willful misconduct, and that this Corporation indemnifies and holds harmless the said Transfer Agent and Registrar for each act done by it in good faith in reliance upon any instrument or stock certificates believed by it to be genuine and to be signed, countersigned or executed by any person or persons authorized to sign, countersign or execute the same.

V. That any certificates of the said stock issued, registered and countersigned by the Transfer Agent and Registrar shall bear the actual or facsimile signature of the present or any future President, or Vice-President and _____ or _____ and the actual or facsimile seal of this Corporation. Should any officer die, resign or be removed from office prior to the issuance of any certificates of stock which bear his signature, the Transfer Agent and Registrar may continue, until written notice to the contrary is received, to issue and register such certificates as and for the stock certificates of this Corporation notwithstanding such death, resignation or removal, and such certificated when issued shall continue to be and to constitute valid certificates of stock of this Corporation.

VI. That the Transfer Agent and Registrar shall issue and register a new certificate or certificates of said stock in lieu of lost, destroyed, stolen certificate or certificates of such stock upon the order of the Corporation, evidenced by a certified copy of a resolution of the Board of Directors, or written acknowledgement or direction of the President or Vice-President or Secretary or Treasurer, and upon the giving of a bond satisfactory to the Transfer Agent and Registrar, protecting it and this Corporation from any loss.

VII. That the Transfer Agent and Registrar is authorized and directed to open and maintain such ledgers and other books and to keep such records as may be required or deemed advisable in the performance of its agency.

VIII. That this appointment and the authorizations in these resolutions contained shall cover and include any additional shares of said class or additional classes of stock which may hereafter be authorized by this Corporation.

IX. That when certificates of this Corporation's stock shall be presented to it for transfer and registration, the Transfer Agent and Registrar is hereby authorized to refuse to transfer and register the same until it is satisfied that the requested transfer is legally in order; and that this Corporation, shall indemnify and hold harmless the Transfer Agent and Registrar, and the Transfer Agent and Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized. The Transfer Agent and Registrar may rely upon the Uniform Commercial Code and generally accepted industry practice in effecting transfers, or delaying or refusing to effect transfers. If, on a transfer of a restricted item, company counsel fails to issue an opinion or to provide adequate reasons therefor within ten business days of a request to do so, the Transfer Agent and Registrar is authorized, but not required, to process such transfer upon receipt of an appropriate opinion of presenter's counsel.

X. That when the said Transfer Agent and Registrar deems it expedient it may apply to this Corporation, or the counsel for this Corporation, or to its own counsel for instructions and advice, that this Corporation will promptly furnish or will 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 be promptly furnished as required by this resolution, this Corporation will indemnify and hold harmless said Transfer Agent and Registrar from any all liability, including attorneys fees and court costs. The Transfer Agent and Registrar may, at its discretion, but shall have no duty to prosecute or defend any action or suit arising out of authorizations hereby granted unless this Corporation shall, when requested, furnish it with funds or the equivalent to defray the costs of such prosecution or defense.

XI. That the said Transfer Agent and Registrar may deliver from time to time at its discretion, to this Corporation, for safekeeping or disposition by this Corporation in accordance with law, such records accumulated in the performance of its duties as it may deem expedient, and this Corporation assumes all responsibility for any failure thereafter to produce any paper, record or document so returned if, and when, required. Transfer Agent may, without liability to this Corporation, refuse to perform any act in connection with this Agreement when, in good faith reliance on opinion of its counsel, it 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 and the Securities Exchange Act of 1934, as amended.

XII. That this Corporation shall indemnify and hold harmless said Transfer Agent and Registrar from any and all liability, including attorneys fees and court costs, for any action taken by the Transfer Agent and Registrar in connection with its appointment and conduct as Transfer Agent and Registrar, except for said agent's own willful misconduct or gross negligence, and shall, at the request of said Transfer Agent and Registrar, defend any action brought against the agent hereunder.

XIII. That the Transfer Agent and Registrar is authorized to forward certificates of Stock, Scrip and Warrants of this Corporation issued on transfer or otherwise by first class mail under a blanket bond of indemnity covering the non-receipt of such Stock, Scrip and Warrants by any of the stockholders of this Corporation, in which bond this Corporation and the Transfer Agent and Registrar are directly or indirectly named as obliges;

That in the event of non-receipt by any stockholder of this Corporation of certificates of Stock, Scrip and Warrants so mailed, the said Transfer Agent and Registrar is authorized to issue and register new certificates of said Stock, Scrip and Warrants for a like amount in place thereof, upon receipt from the stockholders of an affidavit and proof of loss provided for under said blanket bond and the issuance by the Surety Company of an assumption of the loss under said blanket bond, all without further action or approval of the Board of Directors or the officers of this Corporation.

XIV. That the proper officers of this Corporation be and they hereby are authorized and directed to deliver to the Transfer Agent and Registrar a sufficient supply of blank stock certificates and to renew such supply from time to time upon request of the Transfer Agent and Registrar and to pay the Transfer Agent and Registrar its prevailing fees and reimburse it for disbursements incurred by it when and as the same are billed to this Corporation which, to the extent such fees and disbursements remain unpaid, hereby grant to the Transfer Agent and Registrar a lien on the books, records and other property of this Corporation in the custody or possession of the Transfer Agent and Registrar.

XV. That the Transfer Agent and Registrar is hereby authorized without any further action on part of this Corporation to appoint as successor Transfer Agent and Registrar any corporation or company which may succeed to the business of the Transfer Agent and Registrar by merger, consolidation or otherwise (such corporation or company being hereinafter called the "Successor"); the Successor to have the same authority and appointment contained in this resolution as if this Corporation itself had appointed it Transfer Agent and Registrar. The Successor shall, when appointed, be the Agent of this Corporation and not an Agent of Continental Stock Transfer & Trust Company. This contract may be terminated by this Corporation only upon six month's prior written notice and shall renew on its anniversary date for a period of two years, and will renew thereafter on each successive two year anniversary date.

XVI. That the Secretary or Assistant Secretary be and hereby are instructed to certify a copy of these resolutions under the seal of this Corporation and to lodge the same with Continental Stock Transfer & Trust Company, together with such certified documents, opinions of counsel, certificates, specimen signatures of officers and information as Continental Stock Transfer & Trust Company may require in connection with its duties as Transfer Agent and Registrar and immediately upon any change therein which might affect Continental Stock Transfer & Trust Company in its duties to give the Transfer Agent and Registrar written notice and to furnish such additional certified documents, certificates, specimen signatures of officers and information as Continental Stock Transfer & Trust Company may require, it being understood and agreed that Continental Stock Transfer & Trust Company shall be fully protected and held harmless for the failure of this Corporation to give proper and sufficient notice of any such change.

XVII. That this document, when executed by the Corporation, shall constitute the full agreement between it and Continental Stock Transfer & Trust Company and shall not be amended or modified except in writing signed by both parties. Transfer Agent shall act solely as agent for this Corporation under this Agreement and owes no duties hereunder to any other person or entity. Transfer Agent undertakes to perform the duties and only the duties that are specifically set forth herein, and no implied covenants or obligations should be read into this Agreement against it.

XVIII. This agreement shall be interpreted under the laws of the State of New York.

