



Certified Copy of Resolution of Appointment of the Board of Directors of

name of company

Resolved:

I. That Corporate Stock Transfer, Inc., a Colorado corporation ("CST"), be and hereby is appointed Transfer Agent and Registrar of the following shares of the stock of \_\_\_\_\_ a \_\_\_\_\_ corporation, (the "Corporation").

Class of Stock and Par Value:

Shares Covered by this Agreement:

II. That CST 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 authorized, but unissued stock and to deliver such certificates 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 CST be and hereby is authorized to accept for transfer and registration any outstanding certificates of said stock of this Corporation properly endorsed and stamped as required by law, and to issue, register 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 CST may use its own judgment in manners affecting its duties hereunder and shall be liable only for its own willful default or negligence, and that this Corporation indemnify and hold harmless CST for each act done by it in good faith in reliance upon any instrument or stock certificate 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 CST shall bear the actual or facsimile signature of the President or any future President, Vice President or Secretary and the actual or facsimile seal of this Corporation. Should any officer die, resign or be removed from the office, prior to the issuance of any certificates of stock which bear his signature, CST 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 certificates when issued and registered shall continue to be and to constitute valid certificates of stock of this Corporation.

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

VII. That CST 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 contained in these resolutions shall cover and include any additional shares of said class of stock, which may hereafter be authorized by the Corporation.

IX. That when certificates of this Corporation's stock shall be presented to it for transfer and registration, CST is hereby authorized to refuse to transfer and register the same, until it is satisfied that the requested transfer is legally in order; and it shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized. CST must rely upon the Uniform Commercial Code in effecting transfers, or delaying or refusing to effect transfers.

X. That when CST 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 CST from any and all liability, including attorney's fees and court costs. CST 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. Should CST be presented with a certificate of the Corporation or a predecessor Corporation which is not reflected on CST's books or records, CST shall notify the Corporation of such presentation. CST shall be authorized to register said certificate by the 31st day of such notice without the Corporation's authorization, unless CST is secured by a bond posted by the Corporation prior to the 30 day deadline.

XII. Should CST be presented with a certificate(s) for legend removal and/or transfer under Rule 144k with an outside opinion of counsel attached, the Corporation agrees to consent to removal of the legend within 30 days of such notice or CST shall have the ability to do so without the Corporation's authorization.

XIII. Should CST be presented with restricted stock under Rule 144, which includes an outside opinion letter, the Corporation must provide authorization of legend removal and/or transfer within 30 days or provide CST an opinion of counsel, which CST can rely on for any action brought against it for said denial; or the Corporation shall secure and provide to CST a bond to cover CST from any action pursuant to the Corporation's denied transfer request, whichever CST requires. If CST does not receive either authorization or opinion of counsel, CST shall be authorized, under the agreement, to clear said transfer without further action or authorization from the Corporation.

XIV. That CST 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 responsibilities for any failure, thereafter to produce any paper, record or document so returned if, and when, required.

XV. That CST 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 CST are directly or indirectly named as obligees;

That in the event of non-receipt by any stockholder of this Corporation of certificates of Stock, Scrip and Warrants so mailed, CST 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.

XVI. That the proper officers of this Corporation be and they hereby are authorized and directed to deliver to CST a sufficient supply of blank stock certificates and to renew such supply from time to time upon the request of CST. CST shall be paid its prevailing fees, including termination fees, as indicated on a current fee schedule at the time the termination notice is received by CST. CST shall be reimbursed for disbursements incurred when and as the same are billed to this Corporation, which, to the extent such fees, and disbursements remain unpaid, hereby grants to CST a lien on the books, records and other property of this Corporation in the custody or possession of CST. It is agreed by the Corporation that all prevailing termination fees (if CST does not continue to serve as Transfer Agent and Registrar for the Corporation) and terms as outlined in its current fee schedule are to be paid if the Corporation undergoes a name change or change of officers due to, but not limited to, a merger, acquisition or repurchase of investors' shareholdings. CST shall provide the corporation with a written fee schedule which will be included with the Resolution of Appointment. CST shall be entitled to any income earned with respect to the deposit of any funds by or with CST for the account of the Corporation or its shareholders.

XVII. That CST is hereby authorized without any further action on the part of this Corporation to appoint as successor Transfer Agent and Registrar any corporation or company, which may succeed to the business of CST 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 Corporate Stock Transfer, Inc.

XVIII. 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 CST, together with such certified documents, opinions of counsel, certificates, specimen signatures of officers and information as CST may require in connection with its duties and to give the Transfer Agent and Registrar written notice of any change thereof and to furnish such additional certified documents, certificates, specimen signatures of officers and information as CST may require it, being understood and agreed that CST shall be fully protected and held harmless for the failure of this Corporation to give proper and sufficient notice of any such change.

XIX. The Corporation agrees to engage CST as its Registrar and Transfer Agent for a minimum of 48 months from the date of this agreement.

XX. Upon receipt of valid funds and termination notice signed by two officers or one officer and Board Minutes, CST shall have thirty days to turn over all records pertaining to the Corporation's transfer history. During this period, business will be conducted as usual unless otherwise instructed. Upon expiration of said 30 day period, the records will be forwarded per the Corporation's written instruction. The Corporation agrees to pay all remaining outstanding and past due amounts, as well as prevailing termination fees via wire transfer or certified funds. This shall apply to the Corporation and its successors.

XXI. Should CST be requested to respond on behalf of the Corporation in representation related to, but not limited to SEC requests, litigation, subpoena, deposition, etc., CST shall notify the Corporation immediately of such request for representation. The Corporation shall pay to CST **all reasonable amounts** billed which reflect time incurred, as well as out of pocket expenses, on the Corporation's behalf in such representation. These expenses may relate to, but are not limited to SEC request(s), litigation, subpoena, deposition, etc. Amounts billed for time incurred will be based on the current salary of the individual at CST performing these duties.

XXII. This agreement shall be governed by the laws of the State of Colorado. Any and all disputes arising from this agreement shall be governed by the laws of the State of Colorado.

XXIII. I have read and understand the Resolution of Appointment and the Fee Documents. I agree to all terms as stated.

\*\*\*CST may review and change this information at its discretion\*\*\*

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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