

Agency Name or Code _____
Producer Name _____

Bond Express – LOST INSTRUMENT BOND APPLICATION

This application must be fully completed, as well as signed, witnessed, and dated by the Applicant and all other Indemnitors. THIS IS A LEGAL DOCUMENT - PLEASE TYPE OR PRINT LEGIBLY.

Applicant's Name in full (As it should appear on the bond)		Phone: _____	Bond No. _____	
		Fax: _____	<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Corporation
		Email: _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC
Applicant's Address (Street Address, City, State and Zip Code)				Social Security Number
Amount of bond	Fair market value of primary residence	Balance of mortgage	Applicant's current occupation	Years experience
\$ _____	\$ _____	\$ _____		
Has the Applicant or anyone involved professionally or personally ever:				
a. Experienced any prior or pending losses, been declined by another surety company, or had a bond(s) non-renewed?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Had any unresolved lawsuits or judgments against them?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. Failed in business or declared bankruptcy in the past seven years?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. Been convicted of a felony or crime involving dishonesty, including theft or fraud?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
e. Had their license suspended, revoked or denied, or been subject to any legal/administrative proceedings resulting in disciplinary action?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. Been party to a surety bond claim?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
<i>(If any answers are yes, please provide details on a separate page.)</i>				
Obligee Name (*Please attach letter from transfer agent instructing you regarding surety bond requirement.)				
Obligee Address (Street Address, City, State, and Zip Code)				

***ATTACH A COPY OF TRANSFER AGENT REPLACEMENT PROCEDURES AND A FINANCIAL STATEMENT (IF APPLICABLE).**

Description of lost instrument	Serial/CUSIP Number:	Date of instrument issue:	Date of loss:
If registered, in whose name?	Has stop loss notice been given? <input type="checkbox"/> Yes <input type="checkbox"/> No When? To Whom? (Please include documentation.)	If the lost instrument is a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If instrument is a bond, please provide the following: Face Amount: _____ Interest %: _____ Maturity Date: _____ Interest paid: _____ How and when is interest paid?	If the instrument is a stock certificate, please provide the following: Number of Shares: _____ Current Market Value: _____ Ticker Symbol: _____ Stock Exchange: <input type="checkbox"/> NYSE <input type="checkbox"/> AMEX <input type="checkbox"/> OTC <input type="checkbox"/> Other	Has the Applicant registered the stock instrument with the CUSIP Service Bureau and Securities Information Center? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How was the instrument lost, stolen or destroyed? <i>Please use affidavit to provide a detailed explanation.</i>		Has the lost instrument been endorsed, transferred, hypothecated or pledged? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Payable to Applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, to whom is it payable?	Is the instrument negotiable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has any assignment of Power of Attorney been executed that would enable another person to transfer said instrument? <input type="checkbox"/> Yes <input type="checkbox"/> No	

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:


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Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the Bond.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

Signed this _____ day of _____, _____ 

If Indemnitor is an Individual, sign below:

Instructions: Signatures of individual Indemnitors must be witnessed. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

(Witness Signature) (Date)

(Indemnitor Signature) (Date)

(Print or Type Name)

(Print or Type Name)

(SSN)

(Witness Signature) (Date)

(Indemnitor Signature) (Date)

(Print or Type Name)

(Print or Type Name)

(SSN)

(Witness Signature) (Date)

(Indemnitor Signature) (Date)

(Print or Type Name)

(Print or Type Name)

(SSN)

If Indemnitor is a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation, an authorized officer should sign on behalf of the corporation, 2) a limited liability company, a manager or member should sign on behalf of the LLC, or 3) a partnership, a partner should sign on behalf of the partnership. Please provide the entity's federal tax identification number on the line provided.

The undersigned hereby affirms to Company as follows: I am a duly authorized official of the business entity Indemnitor on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that I am duly authorized to execute this Agreement on behalf of such entity.

(Seal)

(Indemnitor Name)

(Indemnitor Signature)

(Federal Tax ID)

(Print or Type Name and Title) (Date)

(Seal)

(Witness Signature)

(Print or Type Name and Title) (Date)

**Affidavit of Loss
and Indemnity Agreement**

**Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183**

State of _____ } ss. Bond No. _____
County of _____

_____ (hereinafter called "Deponent") of legal age, being duly sworn, deposes and says:

(1) Deponent resides at _____ and is by occupation (if a fiduciary, state facts) _____ and is entitled to the possession and is the legal and beneficial owner of (describe security or securities) _____ (hereinafter collectively called the "Original") issued by _____ (hereinafter called "Assured"), a corporation organized under the laws of the State of _____, in the name of _____.

(2) The Original was acquired by Deponent on or about the _____ day of _____, _____, and was lost, stolen, or destroyed on or about the _____ day of _____, _____, under the following circumstances:

State where the Original was kept and who had access to it: _____

State when and by whom the loss was discovered: _____

State when and where the Original was last seen: _____

State what measures have been taken to recover the Original: _____

(3) The Original WAS/WAS NOT (circle one) endorsed. (If endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state.) _____

(4) Deponent has made or caused to be made a diligent search for the original, and has been unable to find or recover the same. Deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than Deponent has any right, title, claim, equity or interest in, to, or respecting the Original or the proceeds thereof.

(5) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing, Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than Deponent as the owner of the Original and to refuse or to make any payment, transfer, delivery or exchange called for by the Original to any person other than Deponent or to refuse to take any other action pursuant to the request or demand of any person other than Deponent, and (2) to issue a new or duplicate or definitive security in lieu of the Original. Deponent furthermore requests Travelers Casualty and Surety Company of America to assume liability in respect of the loss herein referred to under a Lost Securities Bond.

(6) If Deponent should find or recover the original, Deponent will immediately surrender the same to the Assured for cancellation without receiving any consideration thereof.

(7) Deponent agrees in consideration of the foregoing to indemnify and hold harmless Travelers Casualty and Surety Company of America, the Assured and Assured's transfer agents, registrars, trustees, and other agents, individually and in such capacities, from any and all loss, damage and expense in connection with, or arising out of, their compliance with the request of Deponent herein set forth, and further agrees to furnish to the above-named Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Bond and this Agreement of Indemnity should at any time for any reason in the opinion of said Assured or any of them not afford sufficient protection.

Signed, sealed and delivered by Deponent this _____ day of _____, _____.

_____ (Seal)

Subscribed and sworn to before me this _____ day of _____, _____.

(Affix Notarial Seal)

Notary Public
My Commission Expires _____

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.