



4747 North 7th Street, Suite 170, Phoenix, AZ 85014

Phone: 602-485-1346 Fax: 602-788-0423

Email: Salli@firstamericanstock.com Website: www.FirstAmericanStock.com

Agreement for EDGAR Filing Services

Acknowledgement and Appointment. First American Stock Transfer, Inc. (FAST) is in the primary business of providing shareholder services to both public and private companies. One of those services is comprised of converting word processing documents and spreadsheets into the Electronic Data Gathering Analysis and Retrieval format (the EDGAR Format) accepted by the U.S. Securities & Exchange Commission (the “conversion services”), and filing such converted documents and spreadsheets (“EDGARized Documents”) with the Securities & Exchange Commission (the “SEC”) for and on behalf of publicly traded companies and agents thereof in fulfillment of their reporting obligations under Federal securities laws (the “Filing Services;” the Filing Services and the Conversion Services may hereinafter be collectively referred to as the “EDGAR Services”).

_____ (Issuer/Company), hereinafter known as the Client, desires to appoint FAST as a provider of EDGAR Services to itself, upon the terms and conditions contained in this Agreement.

Pricing. FAST shall provide the EDGAR Services to the Client at the Prices and/or Annual Plans set forth on the EDGAR Account Acknowledgement and Price List contained herein. If Client purchases one of the Annual Plans, the plan shall be effective for one year from the earlier of (a) the date of the Client’s first filing, or (b) the day payment is received. Any unused filings/credits will expire on the day following the first anniversary of this date. Notwithstanding anything contained herein to the contrary, FAST may increase the filing service fees payable by Client hereunder effective as of the thirtieth (30th) day following its notice of such increase to such Customer.

Data Content Control. The Client acknowledges and agrees that FAST is not responsible for ensuring the information contained in any EDGARized Documents that are filed with the SEC are true, accurate or complete. The Client hereby accepts full responsibility for reviewing the information contained in any EDGARized Document, which is to be filed with the SEC, and verifying that such information is true, accurate and complete prior to FAST’s filing of such EDGARized Document with the SEC in accordance with the procedures set forth in the EDGAR Conversion and Filing Procedures.

Proper Formatting and Timely Filing. FAST strives to file each EDGARized Document with the SEC (a) in the proper EDGAR Format, and (b) prior to any filing deadlines that may exist from time to time, however, FAST cannot ensure that EDGARized Documents will be filed in the proper EDGAR Format or prior to a filing deadline unless: (a) the Client provides FAST with the Final Edits (as defined in the EDGAR Conversion and Filing Procedures) to a particular EDGARized Document within (6) hours of the applicable filing deadline for such EDGARized Document during a Major Deadline Filing Period, or (b) the Client provides FAST with the Final Edits to a particular EDGARized Document within four (4) hours of the applicable filing deadline for such EDGARized Document during a Non-Major Filing Deadline Period.

No Representations or Warranties. The Client acknowledges and understands that FAST makes no representations or warranties with respect to the SEC's acceptance or approval of EDGARized Documents that are filed with the SEC by FAST on behalf of the Client.

Notices. All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be deemed sufficiently given when delivered personally with a written receipt acknowledging delivery, electronically transmitted or faxed, or three (3) business days after the posting thereof by the United States Postal Service first class registered or certified mail, return receipt requested, with postage fee prepaid and addressed to:

First American Stock Transfer

Attn: Salli Marinov

4747 N. 7th Street, Suite 170

Phoenix, AZ 85014

602-485-1346 (Office) 877-271-0548 (Toll Free) 602-788-0423 (FAX)

salli@firstamericanstock.com

or

To Client (at the address specified in writing from time to time by Client.)

Termination. This Agreement may be terminated automatically upon delivery of written notice of the occurrence of a "Material Breach." It shall be a Material Breach if (a) the Client is in breach of any provision contained in this Agreement, including, without limitation, the Client's monetary obligations under this Agreement, or (b) the Client or FAST (i) is guilty of any breach of any obligation and/or condition of this Agreement and has failed to cure such breach within thirty (3) days following its receipt of written notice of such breach, or (ii) becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

Applicable Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflicts of laws or principles thereof. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in any federal or state court located in Phoenix, Arizona, and by execution and delivery of this Agreement, each of the parties to this Agreement waives any objection to venue.

Attorney's Fees, Costs and Expenses. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in that action or proceeding, in addition to any other relief to which it may be entitled at law or equity.

Remedies Cumulative; Waiver. The rights and remedies of the parties to this Agreement are cumulative, not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver or such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to

in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Entire Agreement. This Agreement, including these Terms and Conditions, the Payment Terms, the Price List, and the EDGAR Procedures, sets forth the entire understanding of the parties with respect to the subject matter hereof. Any previous agreement or understandings (whether oral or written) between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

Successors and Assigns. This Agreement shall be binding upon each of the parties hereto upon the due execution hereof, and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

Force Majeure. In the event that any obligation of either party, other than a monetary obligation, is prevented or delayed by circumstances of force majeure, such party will be excused from any failure to perform any such obligation under this Agreement to the extent that such failure is caused by any such circumstances.

Section Headings; Titles. The section headings and titles used herein are descriptive only and shall have no legal force or affect whatsoever.

Reliance on Documents. FAST may act upon any instrument or other writing believed by it in good faith to be genuine and to have been signed or presented by the proper person and shall not be liable to any party hereto in connection with the performance of its duties hereunder except for its own gross negligence, willful misconduct or bad faith.

*****Procedures for the Provision of EDGAR Conversion and Filing Procedures*****

Delivery of Documents. All Client documents (the “Documents”) that are to be EDGARized and filed with the SEC shall be delivered to FAST in one of the following mediums: 1) email, 2) hard copy, 3) fax, 4) diskette or storage drive. In the event that the Client chooses to deliver the Documents via email, the Client shall send the Documents as a file attachment to the email address edgar@firstamericanstock.com. For purposes of these EDGAR Conversion and Filing Procedures (the “Conversion and Filing Procedures”), the term “Delivery Date” shall mean the date that the Documents are received by FAST. First time filers or new entities, please provide the Central Index Key (the “CIK”) and the CIK Confirmation Code (the “CCC”).

EDGAR Conversion Services. FAST will perform the Conversion Services and deliver the EDGARized Documents to the Client in the form and manner specified by the Client in accordance with the following terms. FAST shall deliver the EDGARized Documents within one (1) business day of the Delivery Date.

Notwithstanding anything contained herein to the contrary, FAST reserves the right to extend the date for delivering the EDGARized Documents to the Client on a case by case basis.

Customer’s Review and Revisions. Upon the Client’s receipt of the EDGARized Documents, the Client shall review such EDGARized Documents and notify FAST in writing, by email or fax, of any requested modifications or revisions. For purposes of these Conversion and Filing Procedures, the term “Final Edits” shall mean any Client revisions or modifications contained in a notification described in this Section.

Test Filing. Upon FAST’s receipt of the Client’s Final Edits, FAST shall affect the requested Final Edits. Once the Final Edits have been incorporated into the EDGARized Documents, FAST shall perform a test filing of the EDGARized Documents to ensure that all codes contained therein are valid.

Live Filing. Upon successful test filing of the EDGARized Documents, FAST shall file the EDGARized Documents with the SEC through use of the Client’s CIK number or such other CIK number as may be designated by the Client.

Confirmation of Filing. Upon filing of the EDGARized Documents with the SEC, the Client shall receive an email confirmation from FAST and the SEC confirming that the EDGARized Documents have been filed and accepted by the SEC.

Required Client Information

Please complete the following:

Primary Filing Entity: (Organization / Company / Individual)

Organization / Company / Individual	
Street Address	
City, State, Zip and Country	
Main Phone Number	Fax Number
Company Website Address – URL	Email Address
Central Index Key (CIK)	CIK Confirmation Code (CCC)
SEC Password (optional)	PMAC (optional)
Fiscal Year End	Ticker Symbol and Stock Exchange(s)

**Acknowledgement of Terms, Set Up of Account
And
Signed Acceptance of EDGAR Filing Services Agreement**

Please create an account with First American Stock Transfer, Inc., (“FAST”) for the entity listed below. By executing this Agreement, I am representing and warranting to FAST as follows: I have the requisite authority and legal power to execute this Agreement for and on behalf of the legal entity named below. I have read and agree to the attached EDGAR Conversion and Filing Procedures, Payment Terms, Price List, and General Terms and Conditions (incorporate by reference herein). I understand and agree that the EDGAR Services will be performed by FAST pursuant to the terms and subject to the conditions contained in this Agreement, and I have selected the billing and payment method for all fees and other charges incurred on the Client’s account for EDGAR Services. In addition, by executing this Agreement, I agree, for and on behalf of the Client, that: (a) FAST is authorized to set up a master account in the name of the entity below, (b) the Client shall be bound by the terms and conditions contained in this Agreement (including the documents and the web pages incorporated by reference herein), and (c) the persons or entities authorized to request that FAST perform EDGAR Services for and on behalf of the Client are listed herein or will be provided to FAST at a later date but prior to the first filing.

Please look over the attached Price List and select your preferred payment plan below. Actual usage will appear on your account activity statement and the billing system will automatically reflect your remaining balance. The Annual Plans must be completed within 12 months of the date of the initial purchase.

- Per Filing Plan** (Payment, per filing, to be paid upfront and held in a segregated account until final submission to the SEC; See Price List for terms; No discounts)
- Annual Filing Plan “A”** (\$1,000 deposit for 20 filings; average \$50.00 per filing/\$8.00 per page; can include discounts for filings > than 5 pages, rush fees additional.)
- Annual Filing Plan “B”** (\$3,000 deposit for 75 filings; average \$40.00 per filing/\$8.00 per page; can include discounts for filings > than 5 pages, rush fees additional.)

Company Name

First Name

Last Name

Title

Signature

Date



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EDGAR Filing Services Price List

As of July 15, 2010

The following prices shall apply to First American Stock Transfer, Inc.'s EDGAR Filing Services, subject to price adjustments that may occur from time to time.

We do not accept OCR Hard Copy documents or manually-typed documents for EDGAR formatting and submission. All other major word processing formats are welcome: (RTF, MS Word, WordPerfect, Adobe Acrobat, or Excel.)

Below prices reflect 24 hour or greater turnaround service. Expedited filings will incur additional charges from 20% for 12 to 24 hour turnaround, 30% for 6-12 hr turnaround, and 50% additional charges for less than 6 hr turnaround service.

Document Formatting/Dissemination to EDGAR

Cost per page

*From Digital Files (RTF, MS Word, WordPerfect,
Or Adobe Acrobat)*

TEXT-ASCII format	\$8.00
HTML format	\$8.00
2 Logo/Graphic insertions and up to 5 Hyperlinks to Exhibits	N/C
XBRL Formatted Exhibits	\$10.00

Edits and Revisions (<3 edits p/p= light, >3 edits p/p=heavy)

TEXT-ASCII format – light	\$4.00
TEXT-ASCII format – heavy	\$5.00
HTML format – light	\$4.00
HTML format – heavy	\$5.00
XBRL format - light or heavy	\$9.00

Filing/Transmission Fees (Per Total Document in TEXT-ASCII, HTML, or XBRL formats)

Filings (Forms 3, 4 and 5)	\$40.00
Filings other than above Forms, less than or equal to 5 pages	\$50.00
Filings greater than 5 pages (unlimited page total)	\$80.00
All Correspondence Filings	\$50.00
All Late Filing Notices, such as Form 12b-25	\$50.00

*****Pre-Existing Clients of First American Stock Transfer are awarded a 50-cent reduction for all per page costs.*****



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Payment Policy

First American Stock Transfer, Inc. (“FAST”) expects the Client to pay its account balance on time. By signing the Agreement, the Client agrees to pay all invoices promptly within 14 days of receipt. If you fail to pay despite one reminder, FAST reserves the right to temporarily disable Client’s access for EDGAR submissions, or to terminate this Agreement. Client understands that such interruption may affect its ability to make filings in a timely manner.

For EDGAR Filing Services, FAST will assess an additional charge equal to 1.5% (or the highest amount allowed by law, whichever is lower) per month to the Client’s account if payment of an invoiced amount is more than 30 days past due. All late charges are due immediately. The Client is responsible and liable for any fees, including attorney and collection fees, that FAST may incur in its effort to collect any outstanding balances due and owing to it from the Client. The Client agrees that it will be billed for, and will pay, any outstanding balances if the Client cancels its account with FAST, or if Client’s account is terminated by FAST for any reason.

In the event that the Client believes that a billing error or discrepancy has occurred with respect to its account with FAST, Client must notify FAST within 90 days after it receives an account statement containing such alleged error or discrepancy. If the Client does not notify FAST of an alleged billing error or discrepancy within 90 days, Client waives its right to dispute any charges by reason of an alleged billing error or discrepancy, or otherwise.