

**TRANSFER AGENT AGREEMENT
INSTRUCTIONS**

Please complete and return to Interwest Transfer Co., Inc. the followings item originally executed. Please keep a copy for your records.

1. Transfer agent agreement signed by the President, Vice-president, or Secretary.
2. Company Listing Information with all items answered and signed by the President and Secretary. Please note that you are required under Section 3 of the Transfer Agent Agreement to promptly notify Interwest of any changes to any of these items. **Please note that Interwest reserves the right to only provide reports to and accept instructions from the persons you list. If legal counsel is to be included please state such. If all persons at your legal counsel's firm are to be included please state such.**
3. Certificate of passage of resolution appointing transfer agent signed by the Secretary of the company and notarized.
4. Signature of President, Vice-President, or Secretary of Company acknowledging the present Fee schedule of Interwest. In the event of any changes Interwest will provide Company with a new fee schedule to be acknowledged.
5. Suggestion form to indicate what services or products you, as an Issuer, would to see Interwest provide, that it does not now. This form is important to us because it allows us to continue to provide to our clients the outstanding products and services that Interwest is known for as well as new products and services requested by our clients.

TRANSFER AGENT AGREEMENT

THIS AGREEMENT made and entered into this __ day of _____, 20____, by and between INTERWEST TRANSFER CO., INC., hereinafter referred to as the "Agent", and _____, hereinafter referred to as the "Company".

WITNESSETH:

1. Agent shall be and is hereby appointed transfer agent, warrant agent and registrar for the common stock of the Company.

2. The secretary of the Company will file with the Agent before Agent begins to act as transfer agent:

A. A copy of the Articles of Incorporation of the Company.

B. Specimens of all forms of outstanding certificates of shares of the Company in the form approved by the Board of Directors.

C. A list of all outstanding securities together with a statement that future transfers may be made without restriction on all securities except as noted by the secretary and except shares subject to a restriction noted on the face of said shares and in the corporate stock records.

D. A list of all shareholders considered "affiliates", "insiders" or "control" persons as defined in the Securities Act of 1933, 1934, and other acts of congress and rules and regulations of the United States Securities and Exchange Commission, or any State Securities Division, when applicable.

E. The names and specimen signatures of all officers who are and have been authorized to sign certificates for shares on behalf of the Company and the names and addresses of any other transfer agents or registrars of shares of the Company.

F. A list of all officers, directors, or other persons who are authorized to give instructions to Agent on behalf of Company

G. The current street and mailing address for the Company, all telephone and fax numbers for the Company, and a list of all email addresses at which the Company may be reached.

H. A copy of the resolution of the Board of Directors of the Company authorizing the execution of the Agreement and approving the terms and conditions hereof, certified by the secretary of the Company.

3. In the event of any future amendment or change in respect to any of the foregoing, Company agrees to provide Agent with prompt written notifications of any such change, together with copies of all relevant resolutions, instruments or other documents, specimen signatures, certificates, opinions or the like, as the agent may deem necessary or appropriate. Until such written notification is provided to Agent by Company, Agent is not obligated to, but may, in its sole discretion, acknowledge or take any actions or refuse to take any actions based upon verbal or other notification of such changes. However, until such written notification is provided to Agent by Company, Agent shall be entitled to take instructions from all persons identified as authorized to give instructions on the Company's most current written Company Information List.

4. The company hereby authorizes Agent to purchase stock certificates as needed to perform regular transfer duties, such costs being paid immediately upon notice of such purchase.

5. Transfer of shares shall be made and effected by Agent, and shall be registered and new certificates issued upon surrender of the old certificates, in a form deemed by Agent properly endorsed for transfer, with all necessary endorser's signatures guaranteed in such form and manner as Agent requires by a guarantor reasonably believed by Agent to be responsible, accompanied by such assurances as Agent shall deem necessary or appropriate to evidence the genuineness and effectiveness of such necessary endorsement, and satisfactory evidence of compliance with all applicable laws relating to collection of taxes, if any. All transfer of shares and issuance of certificates shall be at a fee chargeable by Agent, at his discretion. Such fee to be paid by such

person, persons, firms or corporations requesting such transfer, in advance.

6. In registering transfers, Company authorizes Agent to refuse to transfer and register the same until it is satisfied that the requested transfer is legally in order and Company shall indemnify and hold harmless Agent and Agent shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized. Agent may rely upon the Uniform Commercial Code, Section 17 of the Securities Exchange Act of 1934 and rules promulgated thereunder by the Securities and Exchange Commission, generally accepted industry practices, or any other statute, rule, case law, or interpretation which, in the opinion of counsel, applies to and/or provides protection to Agent and Company in the registration or refusal of registration.

7. Company specifically agrees that Agent may employ such legal counsel, as it deems appropriate, to advise it as to compliance with the aforementioned with regards to the transfer of any of Issuer's securities, requests from the Issuer, and any other matters for which Agent feels legal review is necessary; that Agent shall not be liable for any action taken, suffered or omitted by it in accordance with the advice of such counsel; and Company will reimburse Agent for all costs of employing such counsel.

8. Agent may, without liability to Company, refuse to perform any act in connection with this agreement when, in good faith, 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, in particular, under the Uniform Commercial Code, the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

9. Agent shall maintain customary records in connection with its agency, all of which shall be available for examination and inspection by the Company at all reasonable times.

10. The Company will pay a one-time set up fee. An annual fee will be charged to maintain computerized records of the Company in an orderly and accurate manner (see attached fee schedule), and enable Interwest Transfer Co., Inc., to act as transfer agent or registrar, or both.

11. The Company may remove Agent at any time by giving twenty days written notice, in the form of a resolution from the Board of Directors of the Company, so as to allow Agent sufficient time to prepare and transfer the Company's records to the Company or a new transfer agent, unless such period is waived by Agent. Upon receipt of such proper notice, a termination fee (see attached fee schedule) and payment of any other outstanding invoices or expenses, Agent shall deliver to its successor, or the company, its records as Agent. Agent may resign as Company's transfer agent, at anytime and for any reason, upon written notice to Company. In such case, Agent will expedite preparation of Company's records to be transferred to Company or a new transfer agent upon payment of any outstanding invoices or expenses and a termination fee (See attached fee schedule).

12. Company acknowledges that it understands the aforementioned termination fee represents the time and expenses of Agent in preparing Company's records to be transferred to a new transfer agent, together with expenses that can not be calculated at the time of termination, such as responding to shareholder or broker inquiries after termination. Because of the impossibility of calculating all of these costs at termination, the Parties agree that this termination fee shall be as calculated as in the attached fee schedule and shall cover all such costs. However, this fee does not affect the hold harmless and indemnification provisions nor the reimbursement provisions contained elsewhere in this agreement.

13. Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, except its own gross negligence or willful misconduct. No actions taken by the Agent at the direction of the Company shall, under any circumstances, be deemed misconduct by Agent. Company does hereby agree to indemnify and hold harmless Agent, and each and all of its officers, directors, employees, attorneys, and agents from and against any loss, damage or expense which may arise directly or indirectly from any actions, suits, threats of suit, or claims of any kind or nature, other than any such resulting from the gross negligence or willful misconduct of agent and shall, at the request of Agent, defend any action brought against agent arising out of its services as transfer agent for Company. Should Agent make such request it may have its counsel monitor

the defense at Company's expense and shall have the right, for any reason, to remove the defense from Company and have its own counsel defend the action at Company's expense.

14. Company agrees to promptly reimburse Agent for any and all expenses resulting from the service upon agent of a subpoena by a Federal Agency, State Agency, any Federal or state court of the United States of America, or a foreign court of competent jurisdiction, as determined by Agent in its sole discretion, or a request from one of said agencies or courts, requiring or requesting that agent produce information or documents relating to the Company or its shareholders to said agency or court. Said expenses shall include but not be limited to travel expenses, copying charges, computer time, employee times, attorney's fees, etc.

15. Company agrees to pay all amounts due to agent under this contract or as set forth in the attached schedule within 30 days of billing. Company agrees to pay interest at the rate of 2% per month on all amounts not paid within 30 days. Company specifically agrees that Agent shall have a lien against all Company records to secure any amounts owing to agent and shall not be required to deliver the records or copies of the records to Company until payment of all amounts due under this contract. In addition, Company specifically agrees that Agent may, at its option, refuse to make any transfers of Company's securities until past due accounts have been paid.

16. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evidenced by a written instrument, subscribed by the Party against which such modification, waiver, amendment, discharge or change is sought.

17. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) hand delivered, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by facsimile, addressed as set forth in the this Agreement or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the first business day following the date of sending by reputable courier service, fully prepaid, addressed to such address, (c) upon actual receipt of such mailing, if mailed or (4) upon receipt of facsimile by recipient, evidenced by a facsimile transmittal record indicating a successful transmission.

TO AGENT

Interwest Transfer Co., Inc.
1981 East 4800 South, Suite 100
Salt Lake City, Utah 84117
Fax: (801) 277-3147

TO COMPANY

The address provided to Agent pursuant to Section 2(G) in this agreement as may be updated pursuant to Section 3.

or such other address or to such other person as any party shall designate to the other for such purpose.

18. This instrument contains all of the understandings and agreements of the Parties with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

19. The several representations, warranties and covenants of the Parties contained herein shall survive the termination hereof. The hold harmless and indemnification provisions contained in Sections 6 & 13, the reimbursement provisions contained in Sections 7 & 14, and Section 15 of this agreement shall be a continuing obligation of the Company and shall survive the termination hereof.

20. If any provision or any portion of any provision of this Agreement, other than one of the conditions precedent or contingencies, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision and the remaining provisions of this Agreement or the applications of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts made in Utah by persons domiciled in Salt Lake City and without regard to its principles of conflicts of laws. Each of the Parties agrees to submit himself to the *in personam* jurisdiction of the state and federal courts situated within the State of Utah with regard to any controversy arising out of or relating to this Agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties hereby waive all rights to a trial by jury.

22. In any action by Agent to enforce the reimbursement , indemnification, or amounts due provisions of this Agreement, the Agent shall be entitled to recover its costs and expenses, including reasonable attorneys' fees up to and including all negotiations, trials and appeals, whether or not litigation is initiated.

23. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, personal representatives, estate, heirs and legatees.

AGREED AND ENTERED INTO the day and year first written above.

INTERWEST TRANSFER CO., INC.

BY: _____
Its:

COMPANY

NAME OF COMPANY _____

BY: _____
Its:

COMPANY INFORMATION LISTING

CURRENT NAME, ADDRESS, PHONE, FAX, AND EMAIL ADDRESS FOR COMPANY:

OFFICERS:

DIRECTORS:

LEGAL COUNSEL REPRESENTING CORPORATION - (INCLUDE ADDRESS)

NAMES OF PERSONS AUTHORIZED TO RECEIVE COMPANY REPORTS OR GIVE
INSTRUCTIONS ON BEHALF OF COMPANY:

QUARTER END & YEAR END DATES IN WHICH YOU REQUIRE REPORTS:

President

Secretary

**CERTIFICATE OF PASSAGE OF RESOLUTION
APPOINTING
TRANSFER AGENT**

RESOLVED: That Interwest Transfer Co., Inc., a corporation organized and existing under and by virtue of the laws of the State of Utah, with offices at 1981 East 4800 South, Suite 100, Salt Lake City, Utah, be and is hereby appointed transfer agent of this Corporation, and that all accredited officers of said Interwest Transfer Co., Inc., each of them is hereby authorized, designated and accepted to act for and on behalf of this Corporation as Vice President and Assistant Secretaries with power only to sign stock certificates in either capacity; that the Company enter into a Transfer Agent Agreement with Interwest Transfer Co., Inc. attached herewith and incorporated herein together with any renewal or modified agreements in the future; and be it further

RESOLVED: That this Corporation hereby does relieve the said transfer agent and its officers and representatives of all liability for all acts and things done and performed by said transfer agent and its officers and agents under orders of any officer or agent and/or representative of this Corporation; hereby does assume full responsibility for all such acts and things done; hereby does agree to indemnify and hold transfer agent harmless from any actions or liability arising out of following Corporation's orders; transfer agent reserving the right, in its sole discretion, to refuse to follow Corporation's order, notwithstanding this indemnification, should it determine that following such orders might submit itself and/or the Corporation to legal liability or claim; and be it further

RESOLVED: That said transfer agent be, and is hereby authorized to use its own judgment in matters effecting its duties as such agent; and in its discretion to apply to and to act upon instructions of its own counsel or of the counsel of this Corporation in respect to any question arising in connection with such agency, all legal fees to be at the expense of this Corporation, and said transfer agent is hereby relieved of any responsibility to this Corporation, and indemnified by this Corporation as to any responsibility to third persons, for action taken in accordance with advice of such counsel or its own judgment, remaining liable only for its own gross negligence or willful misconduct; and be it further

RESOLVED: That this corporation shall, and hereby does, indemnify, protect and hold said transfer agent harmless for any act, omission, delay, or refusal made by it in reliance upon any stock certificate or other instrument issued by this Corporation believed by said agent, in good faith, to be valid, genuine and sufficient, and in effecting any transfer believed by it in good faith to be duly authorized, said transfer agent to retain liability in such respects only for its own willful misconduct; and be it further

RESOLVED: That said transfer agent shall be without liability to this Corporation, and is hereby indemnified from any liability to third persons from said agent's refusal to perform any act in connection with this agency where, in reliance upon opinion of its counsel, said agent in good faith believes that such act may subject it or its officers or employees to civil, criminal liability or injunctive sanctions under any law of any state or of the United States and under the Securities Act of 1933, the Securities Exchange Act of 1934, or any other Federal statute, including all rules promulgated thereunder.

SECRETARY

STATE OF _____

COUNTY OF _____

_____, being duly sworn deposes and says that he/she is Secretary of _____, a corporation organized and existing under the laws of the State of _____, and having its principal place of business in _____ at _____; that _____ has custody of the books of said corporation, and that the foregoing is a full, true and correct copy of the Resolution adopted at a meeting of the Board of Directors of said corporation held on the _____ day of _____, 20__

NOTARY PUBLIC

INTERWEST TRANSFER CO., INC.

FEE SCHEDULE

ANNUAL FEE - FEE IS DETERMINED BY THE NUMBER OF RECORDS CARRIED IN THE COMPUTER. BILLED TO COMPANY EACH JANUARY. THIS FEE ENABLES US TO KEEP YOU COMPUTER RECORDS ON LINE AND READILY AVAILABLE.	\$500.00 <u>MINIMUM</u>
TRANSFER FEES - COMPANY RELATED. (EACH BROKER OR INDIVIDUAL STOCKHOLDER, OUTSIDE THE COMPANY IS RESPONSIBLE FOR THEIR OWN TRANSFER FEES AT \$25.00 PER CERTIFICATE)	\$ 25.00 EACH CERTIFICATE.
TERMINATION FEE - INCLUDES PREPARING RECORDS FOR NEW AGENT. NOT INCLUDED CURRENT ALPHABETIC SHAREHOLDERS LIST AT CURRENT RATES AND DELIVERY CHARGES IF NECESSARY.	TO BE DETERMINED BY THE NUMBER OF REGISTERED SECURITY HOLDERS AT \$10 EACH. (\$750.00 MINIMUM)
COMPUTER PRINT OUT (LIST) FAX CHARGES \$1.00 PER PAGE, EMAIL \$10.00 FEE	\$ 1.00 PER PAGE
MAILING LABELS	\$.10 PER LABEL
LABOR ON MAILINGS, ETC. (EACH PERSON)	\$100.00 PER HOUR
PRINTING & POSTAGE	AT COST
PRINTING OF CERTIFICATES (STANDARD PRINTING)	\$625.00 PER 1,000 \$475.00 PER 500
ENVELOPES: LETTER SIZE PROXY RETURN 9 X 12 BY-PACKS	\$.25 \$.25 \$.50 \$.75
DTC FAST AGENT SERVICES	\$275.00 PER MONTH MINIMUM
DEPOSIT OR WITHDRAWAL	\$ 25.00 PER ITEM
LEGAL FAST DEPOSITS	\$ 75.00 PER ITEM
ATTORNEY'S FEES AND COSTS	AS BILLED TO US
ALL OTHER OUT OF POCKET COSTS	AT COST

****ALL OUT OF POCKET EXPENSES ARE PAYABLE IN ADVANCE****

Acknowledgement of Receipt by Company

ISSUER SUGGESTIONS

Interwest is interested in hearing from you, our client, as to suggestions that you might have regarding how we could improve our present service to you and what new services or products you would desire we offer. We are proud of our reputation in the industry and our service to our clients but realize that these can always be improved. If you would take a few moments to answer the below questionnaire it would help us provide you the services you want.

1. Please tell us how you would rate our present services to you and any suggestions you might have for us to improve it.

2. Please tell us of any new services that you would like us to provide that would be useful to you as an Issuer.

3. Would you find the below services useful.

a. Online availability to your shareholder lists?

b. Participation in Direct Registration System program?

c. Online forms for the use of the Issuer and shareholders?

d. Online voting for shareholder meetings?

Frequently Asked Questions about DRS

What is DRS?

DRS stands for “Direct Registration System”, a way of holding shares in book entry form, without a certificate. Recent filings by the NYSE, NASDAQ, AMEX, and NYSE Arca have mandated that any issue of a new company listed on any of these Exchanges must be DRS eligible effective Jan. 1, 2007, and any existing issue listed must be DRS eligible effective Jan. 1 2008. (Companies presently listed, and new issues of those companies, will not be required to be DRS eligible until Jan. 1, 2008). **NOTE: The rules require the issuer’s be ELIGIBLE not that they choose to participate.** Pink Sheet securities are excluded from this requirement, as they are not listed securities on any of these Exchanges. By making these filings, the Exchanges are taking an important step toward dematerialization. At present, mutual funds, bonds, and foreign securities are generally held and traded in book entry form. Equity securities need to do the same if U.S. markets are to be competitive in the global economy.

What does this mean for Investors?

Investors may now choose to have their shares registered directly on the books of the company, through its transfer agent without the need of holding a certificate. Under the present system, certificates can be lost, destroyed or stolen and subsequently presented to financial institutions for various fraudulent purposes. If a certificate is lost or stolen, the investor must purchase a surety bond to effect the replacement of the certificate, and will generally have to pay a premium for the bond of approximately 2% to 3% of the value of the security. If shares are held in book entry, on the books of the transfer agent, this scenario cannot happen. In addition, shares may be transferred or sold more efficiently, without the need to deliver paper certificates. Being a registered shareholder, investors will receive communications such as annual reports, dividends and proxies directly from the company. In the future, some companies may opt not to have certificates available. Instead, investors will receive confirmation of ownership and transaction advices when something changes with the account, much like the confirmations and statements that mutual fund investors receive.

What does this mean for Transfer Agents?

Transfer agents who have clients with securities listed on the NYSE, NASDAQ, AMEX, or NYSE Arca will have to be able to transfer book entry positions, when the filings are effective. To do this, agents must have an electronic interface with the FAST system of the Depository Trust Company (DTC). Interwest is both a FAST participant and is DRS qualified.

What does this mean for Issuers?

Companies who have non-DRS issues listed on NYSE, NASDAQ, or AMEX will be required to go through the process to make those issues DRS eligible. To begin, companies must review and modify their corporate bylaws regarding certificate issuance. The bylaws must allow for book entry ownership of shares. For some companies, this change to the bylaws may require shareholder approval. Changes may also be required with respect to the documentation of employee plans that reference the issuance of certificates, and changes may also need to be made to the corporate website. What if an Issuer has a dividend reinvestment or direct purchase plan? What are the implications of DRS?

Although plan shares are also held in book entry form, they are not considered the same as DRS shares and must be kept segregated on the file. However, both must be able to move through the DTC Profile system.

What does this mean for brokers?

Customers may soon start asking for their shares to be held in book entry. Firms must educate their sales force, and operations personnel. The Depository Trust Company (DTC) is ready to accommodate these requests with the DRS Profile system and with helpful information on its website. "Through the DRS Profile system, an investor requests securities to be transferred to or from a broker/dealer and transfer agent. The request to transfer the securities is entered via the Participant Terminal System (PTS) or via the depository's Computer-to-Computer Facility (CCF). The proprietary information submitted includes the customer's account number, account registration, share quantity, tax ID number, etc. A valid surety number must be submitted with the instructions from the initiating organization. The receiving institution validates the information and responds with a deliver order through DRS that directs DTC to make the appropriate updates to the investor's securities holdings."

Can restricted shares be in DRS?

Yes, they can be held in DRS. However, the restriction must be indicated on the statement, and they cannot move through the DTC Profile system until the restriction is lifted.

How does this affect transfer agent costs to the Issuer?

If an Issuer chooses to participate in the DRS program the costs to the Issuer will increase. Presently share holding are represented by a physical certificate even if the shares are held with a broker and the costs of issuing or transferring a certificate are borne by the shareholder or broker. Under DRS all share holding positions will be in book entry form at the transfer agent which will necessitate additional record keeping by the transfer agent, including mailing to security holders on any changes in their holdings and book transfers when a shareholder transfer shares to or from his broker. In the event that a shareholder wants a physical certificate it is anticipated that he will pay for the issuance of the certificate as he would now. However, the costs of maintaining the book entries, mailing to shareholders upon position changes, book transfer through DTC to and from a shareholders' broker, additional DTC costs and increased bond requirements are anticipate by the NYSE, AMEX, and NASDAQ to be paid by the issuer and not charged to the shareholder. Interwest is presently evaluating these additional costs to determine whether they will be covered by a monthly fee charged to a participating issuer or on a transaction basis. For more specific information please contact us.