

SCOTTSDALE CAPITAL ADVISORS CORP

7170 E. McDonald Drive, Suite 6, Scottsdale, AZ 85253

Fax. 480-603-4901 Tel. 480-603-4900

Security Deposit Agreement

Security Owner Name:	Account #:
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Security:

Issuer/Company Name:

Symbol:

No. Shares:

By signing below, Security Owner agrees this Agreement shall govern the deposit and sale or transfer of the above Security. This agreement shall be in addition to and supplement any other brokerage agreements pertaining to Security Owner's account(s) held by Scottsdale Capital Advisors (SCA). In the event of a conflict between these other brokerage agreements and this Agreement regarding the subject matter herein, this Agreement shall control.

1. Prior to placing an order in connection with the Security deposit, Security Owner agrees to provide SCA with information necessary for SCA to determine the "free trading" status of the Security – i.e., whether a valid registration statement exists governing the transaction or an exemption from the registration requirements of the Security Act of 1933 applies (the "Due Diligence").

SECURITY OWNER UNDERSTANDS AND AGREES THAT THERE MAY BE SIGNIFICANT DELAYS INVOLVED WITH THE DUE DILIGENCE OF THE SECURITY AND THAT SECURITY OWNER WILL NOT HOLD SCA LIABLE FOR ANY LOSSES CAUSED DIRECTLY OR INDIRECTLY BY SUCH DELAYS. SCA MAY REQUIRE, IN ITS SOLE DISCRETION, THAT THE SECURITY NOT BE SOLD OR TRANSFERRED UNTIL THE DUE DILIGENCE HAS BEEN COMPLETED AND SUCH SECURITIES CLEAR LEGAL TRANSFER. SCA RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REFUSE TO ACCEPT THE SECURITY DEPOSIT. SCA MAY, IN ITS SOLE DISCRETION, RESTRICT OR PROHIBIT THE TRANSFER OF THE SECURITY TO OTHER ACCOUNTS VIA JOURNAL, DTC OR OTHER ELECTRONIC TRANSFER.

2. Security Owner understands and agrees SCA has incurred substantial expense associated with the Due Diligence and assumes certain regulatory risk as the broker-dealer placing the Security in the market place for trading. To compensate SCA for such expense and risk, Security Owner agrees to sell the Security through SCA. In the event Security Owner transfers (via ACAT or other electronic means) the account to another brokerage firm after approval and clearance of the Security by SCA, Security Owner agrees to pay SCA a transfer fee equal to 4.5% of the value of the Security based on the last closing price. In lieu of paying the transfer fee, Security Owner may elect, at its own expense, to have SCA's clearing firm return any remaining and unsold shares of the Security in physical certificate form to the Security Owner's address of record.

3. Security Owner represents and warrants to SCA:

- a) Security Owner does not have any material information about the issuer of these securities that has not been publicly disclosed. If prior to the completion of the execution of any sale order or legend/restriction removal, Security Owner obtains any such information, Security Owner will immediately notify SCA so that SCA may terminate the sales or re-legend the certificate until after it has been publicly disclosed.
- b) The information provided by Security Owner during the Due Diligence, including, without any limitation, the information contained in any questionnaire or seller's letter signed by Security Owner concerning the securities (the "Questionnaire"), is true and correct. Security Owner agrees to keep the Questionnaire information up to date and current with SCA as long as the Security shares are being sold.
- c) The deposit and any sale of the Security comply with Section 5 of the Securities Act of 1933 and all other applicable federal securities laws and regulations.
- d) SCA or any person associated with SCA did not solicit or recommend the deposit and sale of the Security.

4. Further, the Security Owner understands and agrees to each of the following:

- a) To indemnify and hold SCA harmless from and against any and all claims, damages, liabilities and expenses which SCA incurs as a result of or in connection with any inaccuracy or omission in the Security Owner's responses to the Questionnaire or breach of any warranty of this Agreement.
- b) To cooperate with any internal or external audit or regulatory inquiry relating to the deposit and sale of the Security by providing any information or documentation reasonably requested by SCA to support the information provided in the Questionnaire. This obligation to cooperate will remain in effect after the completion of any sale or transfer of the subject Security.

5. No changes to this Addendum will be accepted unless expressly agreed to in writing by SCA. This Addendum may be executed by facsimile signature, which shall be deemed as an original signature.

ACKNOWLEDGED AND AGREED TO BY SECURITY OWNER:

(Authorized Signer Name)

(Authorized Signer Signature)

(Date)