



APPLICATION FOR LOST INSTRUMENT BOND

Agent <b>E-Surety Brokerage, Inc.</b>	Bond Number <b>1 0 5 3 6 9 4 6 3</b> <b>Blanket Lost Instrument Bond Program</b>
Applicant	Social Security or Tax ID No.
Telephone No.	
Residence Address: (street, city, state, zip code)	
Business Address: (street, city, state, zip code)	
Occupation or Business:	

1. Complete description of Lost Instrument (includes certificate numbers, dates of issue, purchase, maturity): \_\_\_\_\_

Market Value \$ \_\_\_\_\_

No. of Shares \_\_\_\_\_

2. In whose name are the securities registered? \_\_\_\_\_

3. To whom are dividends being paid? \_\_\_\_\_

4. When, how and for what price did you become the owner? \_\_\_\_\_

5. Do you have absolute title, free of any claims or liens? ☐ Yes ☐ No

If No, give full details: \_\_\_\_\_

**AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT**

State of \_\_\_\_\_ ss.

County of \_\_\_\_\_

\_\_\_\_\_(hereinafter called "deponent", of legal age, being duly sworn, deposes and says):

(1) Deponent resides at \_\_\_\_\_ and is entitled to the possession and is the legal and beneficial owner of (here describe security or securities) \_\_\_\_\_ (hereinafter collectively called the "original") issued by \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ in the name of \_\_\_\_\_.

(2) The original was acquired by deponent on or about \_\_\_\_\_, \_\_\_\_\_, and was lost, stolen or destroyed on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under the following circumstances:

Whom did you notify of the loss?

Transfer Agent: ☐ Yes ☐ No

Police: ☐ Yes ☐ No

Others: ☐ Yes ☐ No

Give details: \_\_\_\_\_

Where was the original kept and who had access to it? \_\_\_\_\_

When and by whom was the loss discovered? \_\_\_\_\_

When and where was the original last seen? \_\_\_\_\_

What measures have been taken to recover the original? \_\_\_\_\_

(3) The original ☐ was or ☐ was not (check one) endorsed/pledged. (If endorsed/pledged, describe exact manner of endorsement including name and address of endorsee/pledgee. If the endorsement was a separate instrument of assignment, so state.) \_\_\_\_\_

(4) Deponent has made or caused to be made 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 of Loss and Indemnity Agreement is made for the purpose of inducing the Issuing Corporation, its transfer agents, registrars and trustees (collectively called the "Obligee"), (1) to refuse to recognize any person other than Deponent as the owner of the Original and to refuse to make any payment, transfer, delivery or exchange called for by the Original to any person other than Deponent and/or to refuse to take any other action pursuant to the request or demand of any person other than the Deponent, and (2) to issue a new or duplicate or definitive security in substitution for the Original, or to make the payment, transfer, registration, delivery or exchange called for by the Original without the surrender thereof for cancellation. Deponent furthermore requests TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Travelers") to assume liability in respect of the loss herein referred to under its Blanket Lost Instrument Bond No. 1053 69463 (the "Bond") to ClearTrust, LLC, and the other Obligee.

(6) If Deponent should find or recover the Original, Deponent will immediately surrender the same to the Issuing Corporation for cancellation without receiving any consideration thereof. Notwithstanding the foregoing, should Deponent recover the Original within the first twelve months of coverage hereunder, Deponent shall be entitled to a return of fifty percent of the premium paid to the Travelers, subject to any minimum premium.

(7) Deponent agrees in consideration of the foregoing to indemnify and protect TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA and its Obligee under the Bond, their Co-Transfer Agents, Co-Registrars, Co-Trustees and Co-Paying Agents, Individually and as Trustee, Depository, Fiscal or Paying Agents, Registrar, Transfer Agent and in any other capacity, their respective legal representatives, successors and assigns, and also any successors in any such capacities, from any and all loss, damage or 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 Obligee, without any expense to them, a new bond of indemnity, in such form and amount as said Obligee may require, with satisfactory surety or sureties, in case the above described Blanket Lost Instrument Bond and this Agreement of Indemnity should not at any time for any reason in the opinion of said Obligee or any of them afford sufficient protection.

The applicant(s) (the "Undersigned") hereby represent that all the information contained in this application is true and complete and agree that it may be relied upon by Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company and/or any of their affiliates, successors or assigns (the "Surety") as an inducement to execute the bond applied for herein. In consideration of the execution of said bond and any modification thereof, or additional bonds, the Undersigned hereby undertake and agree:

1. To pay the Surety in advance such premium as the Surety shall charge, while said bond remains in force.
2. To indemnify the Surety against every claim, demand, liability, loss, costs, damages, expenses and attorneys' fees, and any and all liability which the Surety may, at any time, sustain or incur by reason of having executed or procured the execution of said bond.
3. To place the Surety in funds to satisfy any claim, demand, expense or contingent liability in connection with the execution of said bond.

The Undersigned hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and corporations in order to confirm and verify information referred to or listed on this application. To the extent required by law, the Undersigned, upon request, shall be informed whether or not a consumer report has been requested by Surety, and if so, of the name and address of the consumer reporting agency furnishing the report.

Signed, sealed and delivered by Applicant/Deponent this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNATURE(S) OF APPLICANT(S), DEPONENT(S), INDEMNITOR(S):**

**IF APPLICANT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ETC., SIGN BELOW:**

Name of Applicant \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title of Signatory \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_ personally known to me or proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_, Notary Public

My Commission Expires \_\_\_\_\_

**COMPLETE FINANCIAL INFORMATION SECTION IF MARKET VALUE OF THE LOST SECURITIES EXCEEDS \$75,000**

**FINANCIAL STATEMENT as of \_\_\_\_\_, 20\_\_\_\_**

Cash in Bank (provide current bank statement)	Bank Loan
Securities (Market Value) (provide current brokerage statement)	Borrowed on Securities
Accounts Receivable	Accounts Payable
Notes Receivable	Notes Payable
Real Estate	Mortgage of Real Estate
Cash Value of Life Insurance	Other Liabilities
Other Assets	
Total	Total

*\*You may attach copies of bank or brokerage account statements to this application.*

Have you ever filed for bankruptcy? ☐ Yes ☐ No If Yes, what year filed? \_\_\_\_\_

Describe the outcome (dismissal or discharge)

\_\_\_\_\_

Are there any judgments or legal proceedings against you? ☐ Yes ☐ No

If Yes, describe.

\_\_\_\_\_

List financial references, including bank/brokerage firm:

Name of Firm	Contact Person	Address	Telephone No.

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**Do not write below this line**

We hereby assume liability under Blanket Lost Instrument Bond No. \_\_\_\_\_ in respect of the securities alleged to have been lost, stolen or destroyed as describe above.

Said Liability is: ☐ limited to \$ \_\_\_\_\_

☐ not limited except as specified in said Bond.

Signed, Sealed and delivered in \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BY: \_\_\_\_\_, Attorney-In-Fact