

Application for Lost Instrument Bond Affidavit of Lost Certificate and Indemnification

I / We (print name), _____
 _____ (hereinafter called "Deponent") of legal age, being duly sworn, depose and state that:

1. Deponent's Full Address (Please include Province/State and Postal/Zip Code) :					
2. a) Deponent's Home Phone:					
b) Deponent's Business Phone:					
c) Email:					
3. Applicant(s) Birth date (dd/mm/yy):					
4. If the Deponent is a corporation: I am authorized to make this Affidavit on behalf of _____ _____ and have personal knowledge of the facts hereinafter deposed to.					
5. Description of Lost Share Certificate(s) <input type="checkbox"/> Bonds <input type="checkbox"/> (hereinafter called the "Original", whether one or more):					
Certificate/Bond Number	Number of Shares / Bond Value (\$)	Class of Shares (ie. Common, Class A etc.)	Issued By (hereinafter referred to as the "Issuing Corporation")	Registered in the Name of	
6. The said Original has been lost, stolen, destroyed or misplaced under the following circumstances:					
a) How Lost:					
b) Where Kept:					
c) When misplaced / Date of loss (dd/mm/yy)::					
d) If stolen, provide details and copy of police report:					
7. Was Original endorsed for transfer? YES <input type="checkbox"/> NO <input type="checkbox"/> - If YES, describe form of endorsement and state whether signature was guaranteed.					

8. Deponent has made or caused to be made a search for the Original and has been unable to find or recover same.

9. a) Deponent was the unconditional owner of the Original at the time of loss and is entitled to the full and exclusive possession thereof; and
b) neither the Original nor the rights of the Deponent therein have, in whole or in part, been assigned, transferred, hypothecated, pledged or otherwise disposed of, in any manner whatsoever; and
c) 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; **OR**
d) **Deponent's interest in the Original is in a representative or fiduciary capacity, as follows;**

Deponent is _____ for _____
(example – Estate Trustee, Administrator, Guardian, Power of Attorney, etc.)

The following person(s) have an interest in the Original as indicated below;

* Name and Address:	* Percentage of Interest
	%
	%
	%
	%

*** NOTE: - Person(s) named above having an interest in the Original must also execute this Lost Instrument Bond Affidavit of Loss Certificate and Indemnification.
- Attach notarized copies of documentation of Deponent's representative or fiduciary capacity**

10. If Deponent should find or recover the Original, Deponent will immediately surrender the same to the Issuing Corporation, its transfer agent, trustee or **Travelers Insurance Company of Canada** (hereinafter referred to as the "Surety") for cancellation without receiving any consideration thereof.

11. Three references (Including one bank reference and/or investment broker):

Name	Occupation	Address	Phone

NOTE: The Surety reserves the right to request additional information.

IMPORTANT – DELIVERY INSTRUCTIONS

No bonds will be issued until the completed application including the original executed indemnity agreement contained herein is submitted to the Surety.

Original documents to be mailed to:
Travelers Insurance Company of Canada
20 Queen Street West, Suite 300
P.O. Box #6

Toronto, Ontario, Canada M5H 3R3
Attention: Commercial Surety - Security Replacement Division

Phone: 416-360-8183 / 1-800-330-5033
Fax: 416-360-8267

Declaration: The undersigned hereby declare(s) that:

1. All the information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by Travelers Insurance Company of Canada (the "Surety") to determine credit worthiness;
2. I/We consent(s) to the Surety making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations; and
3. The Surety may complete any blanks left or correct any errors in completing any blanks herein, and such insertions or corrections shall be prima facie correct.

Indemnity Agreement
THIS IS A BINDING AGREEMENT, PLEASE READ CAREFULLY

WHEREAS, the undersigned have applied to the Surety for one or more bonds to guarantee the obligations of any of the undersigned or other forms of guarantee or obligation, (hereinafter referred to as "Bonds"; the word "Bonds" includes any alteration including, without limitation, any increase or decrease in the bond amount, renewal, continuance, replacement or extension thereof).

NOW THEREFORE, in consideration of the issuance of Bonds, whether past, present or future, by the Surety or procured by the Surety for or on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The present agreement applies equally to Bonds issued on behalf of the undersigned or any employee or agent of the undersigned.
2. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:
 - a) as a result of a judgment, arbitration award or settlement;
 - b) as damages of any nature, including punitive and exemplary damages, as the case may be;
 - c) in respect of any claim, liability or loss;
 - d) as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
 - e) in satisfaction of all legal fees and disbursements incurred by the Surety and legal fees and disbursements of claimants' counsel;
 - f) as administration costs related to claims under Bonds and under this agreement
3. The undersigned undertake to pay to the Surety:
 - a) the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
 - b) thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.
4. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.
5. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion, to decide whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
6. The undersigned hereby renounce the benefits of division and discussion.
7. The present agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
8. All of the terms and conditions of the present agreement are for the benefit of:
 - a) any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
 - b) any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.
9. The rights of the Surety by virtue of the present agreement are in addition to any rights which the Surety may have by law or otherwise.
10. The undersigned acknowledge and declare that:
 - a) before signing, they have obtained a copy of the present agreement and that they have had sufficient time to study its terms and conditions; and
 - b) they have read and understood all of the provisions of the present agreement; and
 - c) they have been given the opportunity of asking for appropriate explanations or clarifications on the nature and extent of the provisions of the present agreement; and
 - d) they have been given the opportunity to consult a legal or other advisor and, if they deemed it necessary, they have in fact consulted such advisor.
11. Privacy Consent – Please note that without this consent, the Surety will be unable to consider your application.

The undersigned acknowledge that the evaluation of any application for products of the Surety will involve the collection, use and disclosure of personal information, including the information contained in this application and other sources gathered through legal means. Such collection, use and disclosure of personal information is for the purposes of underwriting bonds and policies, as well as bond or policy management, which shall include conducting initial and on-going credit investigations, as well as Surety activities associated with all extensions, renewals, substitutions and modifications of the bonds or policies, and claims administration. In the ordinary course of the Surety's business, personal information may be disclosed to reinsurers, legal advisors, credit bureaus, other financial institutions, regulatory bodies and any third party deemed necessary by the Surety. In the event information about other individuals (e.g. family members, employees, shareholders) is provided or collected from other sources, the undersigned represent and warrant that those persons have consented, to the extent required by law, to the collection, use and disclosure of their personal information for the afore-mentioned purposes. The undersigned hereby agree and consent to the Surety's:

 - a) collection and use of personal information concerning the undersigned for the purposes described above; and
 - b) disclosure of the undersigned's personal information, for the purposes described above to such third parties as deemed necessary by the Surety.

For further information, the Surety's Privacy Policy is available for review online at www.travelerscanada.ca.

12. The present agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a contract of the Province of Ontario. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

Signed sealed and dated, this _____ day of _____, 20_____.

DEPONENT/INDEMNITOR SIGN HEREUNDER:

_____ Signature of Deponent/Indemnitor	On this _____ day of _____, 20_____ before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, duly acknowledges to me that he/she executed the same for the purpose above stated, and being duly sworn, did depose and say that the statements therein contained are true.
_____ Printed Name of Deponent/Indemnitor	
_____ Address of Deponent/Indemnitor	A Commissioner Notary public in and for the Province/State of _____
_____ Phone Number of Deponent/Indemnitor	_____ Notary Public (Affix Notarial Seal) My Commission Expires: _____

_____ Signature of Deponent/Indemnitor	On this _____ day of _____, 20_____ before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, duly acknowledges to me that he/she executed the same for the purpose above stated, and being duly sworn, did depose and say that the statements therein contained are true.
_____ Printed Name of Deponent/Indemnitor	
_____ Address of Deponent/Indemnitor	A Commissioner Notary public in and for the Province/State of _____
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_____ Signature of Deponent/Indemnitor	On this _____ day of _____, 20_____ before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, duly acknowledges to me that he/she executed the same for the purpose above stated, and being duly sworn, did depose and say that the statements therein contained are true.
_____ Printed Name of Deponent/Indemnitor	
_____ Address of Deponent/Indemnitor	A Commissioner Notary public in and for the Province/State of _____
_____ Phone Number of Deponent/Indemnitor	_____ Notary Public (Affix Notarial Seal) My Commission Expires: _____

DEPONENT/INDEMNITOR CONTINUED:

<p>_____ Signature of Deponent/Indemnitor</p> <p>_____ Printed Name of Deponent/Indemnitor</p> <p>_____ Address of Deponent/Indemnitor</p> <p>_____ Phone Number of Deponent/Indemnitor</p>	<p>On this _____ day of _____, 20____ before me personally appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, duly acknowledges to me that he/she executed the same for the purpose above stated, and being duly sworn, did depose and say that the statements therein contained are true.</p> <p>A Commissioner Notary public in and for the Province/State of _____</p> <p>_____ Notary Public (Affix Notarial Seal)</p> <p>My Commission Expires: _____</p>
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Note: If more personal indemnitors attach Lost Instrument Bond signature page.

CORPORATE INDEMNITORS SIGN HEREUNDER AND AFFIX SEAL:

<p>_____ Name Of Corporation</p>	
<p>By: _____</p>	<p>By: _____</p>
<p>_____ Name</p>	<p>_____ Name</p>
<p>_____ Title</p>	<p>_____ Title</p>
<p>I HAVE AUTHORITY TO BIND THE CORPORATION</p>	<p>I HAVE AUTHORITY TO BIND THE CORPORATION</p>
<p>Head office Address: _____</p>	
<p>Affirmation I hereby make oath and say (or affirm) as follows: 1. I am a duly authorized director, officer, manager or official of the above-noted Corporation that entered into the Present Agreement as an Indemnitor. 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 Corporation including, to the extent applicable, the certificate or articles of incorporation, bylaws and corporate resolutions of such Corporation. Having reviewed all such applicable documents and instruments and such other facts as I deemed appropriate, I hereby confirm that the Corporation has the power and authority to enter into the present agreement and that the individuals executing the present agreement on behalf of the Corporation are duly authorized to do so; 2. the present agreement is the free and voluntary act and deed of the Corporation for the uses and purposes therein mentioned; and 3. the seal affixed is the seal of the Corporation.</p>	
<p>Sworn before me at the City of _____</p>	<p>_____ Deponent Signature</p>
<p>In the Municipality of _____</p>	<p>_____ Name</p>
<p>In the Province of _____</p>	<p>_____ Address</p>
<p>This _____ day of _____, 20____</p>	
<p>_____ Commissioner, Notary Public</p>	

Note: If more corporate indemnitors attach Lost Instrument Bond signature page.