



APPLICATION FOR LOST INSTRUMENT BOND - AFFIDAVIT OF LOST CERTIFICATE AND INDEMNIFICATION

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

1. Deponent resides at: \_\_\_\_\_, City/Town \_\_\_\_\_, Province/State \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_ and is by occupation \_\_\_\_\_

2. (Complete #2 if deponent is a corporation) THAT I am authorized to make this my Affidavit on behalf of \_\_\_\_\_

and have personal knowledge of the facts hereinafter deposed to, except where such facts are stated to be on information on belief and where so stated, I verily believe such facts to be true.

3. Description of Lost Share Certificate(s) [ ] Bond(s) [ ] (hereinafter called the "Certificate"):

Certificate No. Number of Shares Shares of / Stock Issue Registered in the Name of

4. The said Certificate has been lost, stolen, destroyed or misplaced in the manner following, to with

Where kept \_\_\_\_\_

How lost \_\_\_\_\_

When missed (date of Loss) \_\_\_\_\_

If stolen, provide details and copy of police report \_\_\_\_\_

5. Was said Certificate(s) endorsed? YES NO

If answer to above is YES:

Was signature also guaranteed? YES NO . Describe form of endorsement \_\_\_\_\_

6. Deponent has caused a search for the Certificate and has not been able to find or recover same, and that Deponent was the unconditional owner of the Certificate at the time of loss and is entitled to the full and exclusive possession thereof; that neither the Certificate 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 that no person, firm or corporation other than Deponent has any right, title claim, equity or interest in, to, or respecting Certificate or the proceeds thereof, except as may be set forth in the following statement:

If Deponent's interest in the Certificate is in a representative or fiduciary capacity, indicate below the designation of such capacity (example, Administrator, Executor, Guardian, Power of Attorney etc.). Provide supporting documentation of representative capacity:

Deponent is \_\_\_\_\_ of the Estate of \_\_\_\_\_

(Specify names of any other persons having an interest in the Certificate. List them below and indicate the nature of their interest, such as heir legatee, etc. If space below is not sufficient please provide attachment)

NAME & ADDRESS PERCENTAGE OF INTEREST

Table with 2 columns: NAME & ADDRESS, PERCENTAGE OF INTEREST. Multiple rows for listing interested parties.

(Any of the above having an interest in the Certificate must also execute Indemnity Agreement)



7. Deponent agrees that if said Certificate should ever come into Deponent's hands, custody or power, Deponent will immediately and without consideration surrender Certificate to the Issuing Corporation, its transfer agents, subscription agents, trustees or Trisura Guarantee Insurance Company for cancellation.

8. Give below three references (Include one bank reference & if applicable a reference from investment broker):

NAME OCCUPATION ADDRESS \*\*PHONE NO.\*\*

Three horizontal lines for providing references.

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

The undersigned hereby declare(s) that all information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by the Surety to determine credit worthiness.

The undersigned further consents to the Surety making any enquiries it deems necessary to reach a decision on this application, and consents 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

That the Company may complete any blanks left or correct any errors in completing any blanks, herein or in the said foregoing statement, and such insertions or corrections shall be prima facie correct.

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INDEMNITY AGREEMENT

WHEREAS, the undersigned have applied to Trisura Guarantee Insurance Company (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds", which term shall include all extensions, renewals, substitutions and modifications thereto).

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety 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 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 judgement, 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 judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
F. as administration costs related to claims under Bonds and under this agreement.
2. 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.
3. 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.
4. 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.



- 5. The undersigned hereby renounce the benefits of division and discussion.
  - 6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
  - 7. 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.
  - 8. Deponent authorizes the use of the information requested on this form by TRISURA GUARANTEE INSURANCE COMPANY for the purposes of processing the application to which it relates, risk assessment, providing services, investigating claims, processing claims and any other purpose authorized by law (each, an "Authorized Purpose"). Deponent authorizes access to, and disclosure of, this information to TRISURA GUARANTEE INSURANCE COMPANY employees and to contractors, administrators, reinsurers, insurance companies and other parties who have a need to know for any Authorized Purpose. Deponent further authorizes TRISURA GUARANTEE INSURANCE COMPANY to use any information about him/her contained in TRISURA GUARANTEE INSURANCE COMPANY's existing files for any Authorized Purpose. To the extent that the Deponent provides any information on this form about a third party, Deponent confirms that they have the authority to provide such information.
- Deponent authorizes TRISURA GUARANTEE INSURANCE COMPANY and their agents to investigate his/her credit history, financial standing, character and reputation for any Authorized Purpose. Deponent authorizes any credit reporting agency, financial or other institution with whom he/she has had dealings and any reference provided by him/her to disclose to TRISURA GUARANTEE INSURANCE COMPANY and their agents any information about him/her in connection with any such investigation.
- 9. The present agreement will be interpreted in accordance with the laws in force in the Province of Ontario.

Signed, sealed and delivered by deponent, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Signature of Deponent  
 PRINT NAME / ADDRESS:  
 TITLE (if applicable):

\_\_\_\_\_  
 Signature of Deponent  
 PRINT NAME / ADDRESS:  
 TITLE (if applicable)

\_\_\_\_\_  
 Signature of Deponent  
 PRINT NAME / ADDRESS:  
 TITLE (if applicable):

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 Signature of Deponent:  
 PRINT NAME / ADDRESS:  
 TITLE (if applicable)

\_\_\_\_\_  
 Signature of Deponent  
 PRINT NAME / ADDRESS:  
 TITLE (if applicable)

\_\_\_\_\_  
 Signature of Deponent  
**I HAVE AUTHORITY TO BIND CORPORATION /LLC/ LLP  
 (IF CORPORATION) PRINT NAME / TITLE:**

**A COMMISSIONER, NOTARY PUBLIC IN AND FOR THE PROVINCE OF \_\_\_\_\_**

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
 to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and they duly acknowledged to me that they  
 executed the same for the purpose above stated, and being by me duly sworn, did depose and say that the statements therein contained are true.

(Affix Notarial Seal)

\_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_