STOCKHOLDER’S APPOINTMENT OF REPRESENTATIVE

This Stockholder's Appointment of Representative (this "Appointment") is made by _____, of _____ (the "Stockholder"), as a holder of shares of _____, a _____ corporation (the "Corporation"). If the Stockholder is an estate, trust or company, it acts through _____, its _____. If the shares are held jointly, every joint owner signs.

The Stockholder appoints _____, of _____ (the "Representative"), to act for the Stockholder in the stockholder matters described below.

1. THE SHARES

Check one: [ ] all shares of stock of the Corporation that the Stockholder owns or holds of record now or acquires later; [ ] _____ shares of the Corporation's _____ stock, Certificate No. _____ (the "Shares").

2. POWERS

The Representative may (check each that applies): [ ] attend stockholder meetings and any adjournment, sign waivers of notice, and vote the Shares; [ ] sign, deliver and revoke written consents or dissents without a meeting; [ ] receive notices, reports and other communications the Corporation sends to stockholders; [ ] demand to inspect and copy, and inspect and copy, the Corporation's books and records; [ ] sign share transfer documents, only for a transfer the Stockholder approves in a separate signed writing naming the transferee, the number of Shares and the terms; [ ] other: _____. The Representative has no other power over the Shares.

Voting and consents (check one): [ ] as the Representative decides in good faith is in the Stockholder's best interest; [ ] only as the Stockholder instructs in writing, and not at all on a matter without instructions. To the extent this Appointment covers voting or consents, it also appoints the Representative as proxy for that purpose.

Limits: _____

3. DUTIES AND LIMITS

This Appointment does not transfer ownership of the Shares or any right to dividends. Without a separate signed approval, the Representative may not sell, give away, pledge or otherwise transfer any Shares. The Representative will act in good faith, within these powers and in the Stockholder's best interest, follow the Stockholder's lawful written instructions, keep nonpublic information confidential, report each action promptly, and not delegate any power without written consent.

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4. TERM AND REVOCATION

This Appointment takes effect on _____ and (check one): [ ] continues until revoked; [ ] ends on _____. It also ends when the Stockholder no longer holds any of the Shares and, for an individual, on the Stockholder's death. The Stockholder may revoke it at any time by written notice to the Representative and to the Corporation at _____. It is revocable and not coupled with an interest. The Corporation may rely on it until it receives written notice of revocation or ending.

[ ] This Appointment revokes every earlier proxy and appointment of a representative for the Shares.

5. GENERAL TERMS

The laws of the State of _____ govern this Appointment, except that stockholder rights follow the law of the Corporation's state of incorporation and its governing documents. A copy or scan has the same effect as the original. If any part is unenforceable, the rest stays in effect.

Additional terms: _____

SIGNATURES

Stockholder (or fiduciary or authorized signer, with title)

Signature: _____ Date: _____

Printed Name: _____

Joint Owner (if any)

Signature: _____ Date: _____

Printed Name: _____

Representative (acceptance)

Signature: _____ Date: _____

Printed Name: _____

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