



**LISTING AGREEMENT  
COMMON AND PREFERRED STOCKS\***

The undersigned, being a duly authorized officer of:

\_\_\_\_\_

Full Name of the Company ("Company")

does hereby certify that this agreement is made pursuant to a resolution(s) adopted by the Company's governing body to list on the Pacific Exchange ("Exchange"):

\_\_\_\_\_, of which:  
 \_\_\_\_\_ (Number of Shares) \_\_\_\_\_ (Title of Security) \_\_\_\_\_ (Par Value)

\_\_\_\_\_ shares are issued and outstanding, and

\_\_\_\_\_ shares are unissued, but reserved for issuance, as detailed below.

As of \_\_\_\_\_ (date), the following number(s) of shares are unissued, but have been authorized for issuance by the Company's governing body for the purposes noted:

Date Authorized	Purpose of Shares to be Issued	Number of Shares Authorized
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* May also be used for Units, Rights, Depositary Shares/Receipts, and Limited Partnerships

- (1) Further the Company acknowledges and agrees to pay, in accordance with such prescribed terms, any and all fees associated with its security's listing on the Exchange. If this issue(s) is withdrawn from Exchange listing consideration, subsequent to approval, but prior to trading, a service charge of 25% of the listing fee paid may be retained by the Exchange. If an application for listing of the same security is resubmitted within one year from withdrawal, the 25% service charge may be applied to that Original Listing fee.
- (2) The Company certifies that it (or its agent) has read, understands, and agrees to be bound by and comply with all current and amended listing rules, procedures, maintenance requirements, and policies, as contained in the Listings Rule (currently Rule 5) of the Exchange's Rules of the Board of Directors. The Company agrees to list on the Exchange all subsequent amounts of securities herein referenced which may be issued or authorized for issuance. The Company agrees to forward to the Exchange one copy of all reports and other information as it may be required to file with the U.S. Securities and Exchange Commission, as well as other regulatory authorities, as specifically noted on the Exchange's *Summary of Notices, Reports and Information to be Submitted to the Exchange to Maintain Listing*.
- (3) The Company will maintain a transfer office or agency (noted below) where the security(s) herein referenced shall be transferrable, and will keep the office or agency supplied with sufficient certificates to meet the demands for transfer of the security(s).

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

CUSIP number for each security for which an Exchange listing is sought:

Security: \_\_\_\_\_ CUSIP: \_\_\_\_\_

Security: \_\_\_\_\_ CUSIP: \_\_\_\_\_

Security: \_\_\_\_\_ CUSIP: \_\_\_\_\_

Security: \_\_\_\_\_ CUSIP: \_\_\_\_\_

If a CUSIP is currently unavailable, date when application was made to the CUSIP Service Bureau: \_\_\_\_\_

Please indicate the Securities Depository\* which will accept or has accepted the Company's security(s) herein referenced: (\* The Securities Depository must be registered as a Clearing Agency under section 17(a) of the Securities Act of 1934, as amended)

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_

- (4) The Company will maintain a registrar, as necessary, which may be the same bank or trust company as the transfer office or agency. The Company will require each such registrar to execute an agreement with the Exchange not to register more shares than are currently approved for listing by the Exchange.
- (5) The Company agrees that nothing in this agreement shall be construed as requiring or intending that the Company perform any acts in contravention of law or in violation of any rule or regulation of any public authority exercising jurisdiction over the Company, and that
- (6) Nothing herein contained or inferred shall be construed as constituting the Company's contract for the continued listing of the Company's security(s) on the Exchange. The Company understands that the Exchange may suspend its security(s) with or without prior notice to the Company, upon failure of the Company to comply with any one or more sections of this agreement, or when in its sole discretion, the Exchange shall determine that such suspension of dealings is in the public interest or otherwise warranted.

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_,  
 (Full Name of the Company)

attests that it is in full agreement with the terms and conditions contained herein,

By \_\_\_\_\_  
 (Signature of Authorized Officer)

Title \_\_\_\_\_