

**Rule 144 Seller's Representation Letter Non-Affiliate**

Shareholder: \_\_\_\_\_

Name of Issuer: \_\_\_\_\_

Class of Stock: \_\_\_\_\_

Symbol: \_\_\_\_\_

Number of Shares to be sold: \_\_\_\_\_

Date: \_\_\_\_\_

Glendale Securities, Inc.  
15233 Ventura Blvd., Suite 712  
Sherman Oaks, CA 91403

Re: Seller's Representations Regarding Sale of Shares

In connection with my request to you to sell or transfer Shares of Stock of the Company through Glendale Securities, Inc. in reliance upon the provisions of paragraph (b)(1) of SEC Rule 144 promulgated under Securities Act of 1933, as amended, I advise you as follows:

1. Neither the Seller, nor any person or entity listed below, presently is, or in the prior three months has been an "Affiliate" of the Company as that term is used in paragraph (a) of Rule 144 (i.e. A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Company):
  - a. Any relative or spouse of mine who shares the same home with me;
  - b. Any trust or estate in which I or any person specified in (a) collectively own 10% or more of the beneficial interest in the Company, or of which I or any such person serves as Trustee, executor or in any similar capacity;

- c. Any corporation or organization of which I or any person that I specified in paragraph "(a)" is (or are) the beneficial owners collectively of 10% or more of any class of equity securities or 10% or more of the equity interest in the Company.
2. Seller acquired the Stock for investment and not with a view to distribution of the Stock on behalf of the Company or otherwise. To the best of Seller's knowledge and belief, each person or entity who acquired the Stock prior to its acquisition by the Seller purchased the Stock for investment and not with a view to distribution of the Stock on behalf of the Company or otherwise.
3. Seller is not, has not been, and will not be acting in concert with any other person in connection with either its acquisition of the Stock or its currently intended sale or transfer of the Stock, and with respect to the Stock, is not an "Underwriter" as that term is defined in Section 2(a)(11) of the Act.
4. At the time of its purchase of the Stock, the Seller was not, and the Seller currently is not, aware of any material, non-public information about the Company.
5. Seller has not purchased, offered or sold any of the Stock except in accordance with all applicable Federal and State securities laws, and if and when Seller offers for sale or sells any of the Stock in the future, Seller will do so in accordance with all applicable Federal and State securities laws. Seller's purchase of the Stock, its currently intended sale, transfer, or series of transactions referred to herein are not part of a plan or scheme to evade the registration requirement of the Securities Act of 1933, as amended.
6. The Seller consents to Glendale Securities, Inc. communicating and conferring with the Company, its attorney and its transfer agent in connection with the above order and hereby confirms that such parties may rely on these representations in permitting transfer of the Stock free of restrictive legend.
7. I acquired restricted shares (as defined in Rule 144(a)) either directly or indirectly from the issuer, or from an Affiliate of the issuer, in a transaction

or chain of transactions not involving any public offering, including but not limited to pursuant to any stock option plan for which no registration statement has been declared effective.

8. I acknowledge that Rule 144 has a Holding Period requirement and I understand that the Holding Period is defined as the greater of:
- a. The time period held by the Seller; or
  - b. The time period since the original issuance of the securities by the Company to a previous owner, or a series of previous owners, where each previous owner was not an Affiliate for at least 90 days prior to the transfer to the successor owner or to the Seller; or
  - c. The time period since the shares were last transferred from an Affiliate of the Company.

I make the following representations regarding my Holding Period:

- One Year Holding Period Requirement for Non-Reporting Issuers

A Shell is an issuer that has no or nominal operations, and no or nominal assets, except for cash or cash equivalents. Rule 144 is not available for issuers who are currently or have ever been a Shell and are not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934. I have no reason to believe that issuer of the securities being sold is or was ever a Shell company as that term is defined in Rule 144(i) and described above.

- Six Month Holding Period Requirement for Reporting Issuers – The Company has never been a Shell

A Shell is an issuer that has no or nominal operations, and no or nominal assets, except for cash or cash equivalents. Rule 144 is not available for issuers who are currently or have ever been a Shell and are not subject to the reporting requirements of Section 13 or 15(d) of

the Securities Exchange Act of 1934. I have no reason to believe that issuer of the securities being sold is or was ever a Shell company as that term is defined in Rule 144(i) and described above.

To the best of my knowledge, the issuer of the securities being sold files annual, quarterly and other reports with the Securities and Exchange Commission, has been subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and has filed all reports required under such sections for the twelve preceding months (or such shorter time that the issuer was required to file such reports). The Company's reports filed pursuant to section 13 or 15(d) of the Exchange Act reflect that the Company is not a Shell.

- Six Month Holding Period for Reporting Issuers – The Company has ceased to be a Shell

A Shell is an issuer that has no or nominal operations, and no or nominal assets, except for cash or cash equivalents. Rule 144 is not available for issuers who are currently or have ever been a Shell and are not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934. The issuer of the securities has ceased to be "Shell" company as that term is defined in Rule 144(i); is subject to the reporting requirements of section 13 or 15(d) of the Exchange Act; has filed all reports and other materials required to be filed by section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports (§ 249.308 of this chapter); and has filed current "Form 10 information" with the Commission reflecting its status as an entity that is no longer an issuer described in paragraph (i)(1)(i), and one year has elapsed from the date that the issuer filed "Form 10 information" with the Commission.

I have no reason to believe that issuer of the securities being sold has become a Shell since filing the Form 10 information with the Commission.

9. The shares of Stock were owned and fully paid for by all previous owners prior to transferring to the seller.
10. The current holder of the Shares of Stock acquired the Shares from the issuer or from a previous owner with investment intent and not with a view of distribution of the shares.
11. I do not know of any material adverse information about the company or its prospects which has not been publicly disclosed, and, if, at any time before I sell the Shares, I acquire such information, I will refrain from making any sales of the Shares as long as I am in possession of nonpublic material adverse information.
12. I acknowledge that if the Company fails to meet the current public information requirements of Rule 144(c), I may not be able to sell my Shares until such time that the company is in compliance with the requirements of Rule 144(c); and in the event that Company shall meet the "Shell" company definition as set forth under Rule 144(i)(1)(i), I will not be able to sell my shares until such time that the company is in compliance with the requirements of Rule(i)(2).
13. I speak, read, write, understand, and have a general command of the English language or I have engaged someone who I trust to translate the items I am attesting to here.
14. I hereby acknowledge my understanding that Glendale Securities, Inc., will rely upon the validity, completeness and accuracy of the representations, warranties, agreements and other information contained in this letter.

Accordingly, I agree to indemnify and hold harmless Glendale Securities, Inc., its officers and directors, for any loss they may sustain arising out of breach of my representations, warranties, acknowledgements and agreements set forth in this

letter or any violation of Securities Act, the Exchange Act, or any other applicable laws or regulations by me or by anyone acting on my behalf.

Very truly yours,

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Signature

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Joint Signature