

4(a)(1) 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. 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 and the offer and sale was exempt from registration.

8. I acknowledge 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.

Based on the definition above, my holding period began on: _____

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 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.
13. 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.
14. Seller agrees that, at any time or times that seller proposes to offer for sale or sell any of the Stock, Seller will make reasonable inquiry to assure Seller is not, and has not been during the ninety (90) days preceding such offer or sale, an affiliate of the Company. If, in the future and prior to the sale of all the Stock,

Seller determines that Seller is an affiliate of the company, then seller will immediately notify Glendale Securities, Inc.

15. Seller is not a dealer, as that term is defined in Section 2(a)(12) under the Securities Act.

16. 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.

17. I am aware that if I become an Affiliate, I may be subject to the volume limitations of Rule 144.

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,

Signature

Joint Signature