



AFFIDAVIT AND AGREEMENT IN LIEU OF PROOF OF OWNERSHIP

I. ACCOUNT INFORMATION

PRIMARY OWNER: _____

ACCOUNT NUMBER: -

II. ASSIGNMENT

STATE OF: _____

COUNTY OF: _____

The undersigned, being first duly sworn, says:

A. I am the owner of the following bearer security:

B. I became the owner on or about _____ by the way of:
(Date)

PURCHASE THROUGH: _____

GIFT FROM: _____

INHERITED FROM: _____

OTHER: (Describe) _____

C. I am presently unable to locate proof of ownership in the form of a delivery bill from a bank or investment professional. However, in consideration of my promises, agreements, and representations made herein, Pershing LLC ("Pershing") agrees to accept this security in my account for the sale or other disposition. I hereby agree to indemnify, defend, and hold Pershing and TIAA-CREF Individual & Institutional Services, LLC ("TIAA-CREF") harmless from and against any claim by any other person that such person has any ownership interest in or right to either the security or interest thereon or the proceeds thereof. I hereby waive any defense to this indemnity and agree to pay Pershing's and TIAA-CREF's expenses, including attorney's fees, which Pershing or TIAA-CREF ever has occasion to enforce this indemnity against me.

D. In the event Pershing shall have occasion to any action to enforce this Agreement, the parties agree that:

(1) The laws of the State of New Jersey shall govern.

(2) Any such action may be brought only in the State of New Jersey.

(3) That service by first-class mail addressed to the address set forth below shall be deemed good and sufficient service so as to confer personal jurisdiction over the parties.

(4) This Agreement shall inure to the benefit of any affiliates or successors of Pershing.

E. Pershing shall have the right to assign this Agreement and indemnity to TIAA-CREF, its successors, in which paragraphs D (1) and (2) shall be deemed amended to substitute the State of New York for the State of New Jersey. Pershing will notify the undersigned by first-class mail of any assignment pursuant to this paragraph E.

PRINT NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20 ____.

NOTARY PUBLIC: _____

INTRODUCING BROKER-DEALER NAME: _____



PRFOWNSHP

Date: _____

Pershing LLC
Attention: Custody Department
One Pershing Plaza
Jersey City, New Jersey 07399

RE: _____
(Client Name)

(Account Number)

To Whom It May Concern:

The above referenced account belongs to a client of this firm. The client has deposited the following bearer security accompanied by an affidavit and agreement in lieu of proof of ownership.

In consideration of Pershing's accepting this security for the client's account, the undersigned agrees to indemnify, defend, and hold harmless Pershing from and against any claim by any other person to any right to or incident of ownership of said security or interest therein or the proceeds thereof. Without in any way limiting this indemnity, the undersigned agrees that if Pershing is notified of any adverse claim against this security or the proceeds thereof, Pershing shall have the right to immediately be made whole by the undersigned and the undersigned will deal with the adverse claimant directly thereafter. Furthermore, Pershing shall not be first obliged to pursue the client even though it has the right to do so. Pershing may set off any liability of the undersigned thereunder against any claim or asset of the undersigned.

The undersigned hereby waives any defense to this indemnity and agrees to pay Pershing's expenses, including attorney's fees, which Pershing may incur in enforcing this indemnity.

Any dispute arising out of, or connected with this indemnity shall be submitted to arbitration before the National Association of Securities Dealers Inc., under the rules, then obtaining, and shall be conducted as a dispute between or among members.

This indemnity shall be binding on and inure to the successors and assigns of the undersigned without regard to changes in its form of organization and shall inure to the benefit of any successors or assigns of Pershing.

Executed this _____ day of _____, 200_____.

TIAA-CREF

(Authorized Signature)