**AGREEMENT OF SHAREHOLDERS**

 **OF**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, INC.**

**AGREEMENT**, dated August 3, 2006, by and among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the aforesaid parties, together with all subse­quent owners of the capital stock of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc., hereinafter referred to collectively as "Shareholders" and individually as "Shareholder", and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc., a New York Corporation, hereinafter referred to as the "Corporation".

 **W I T N E S S E T H :**

**WHEREAS**, the Shareholders are the owners of the shares of the capital stock of the Corporation listed in Exhibit A hereto, being all of the issued and outstanding stock of the Corporation (said shares, together with any other shares of capital stock of the Corporation hereafter issued and outstanding, being hereinafter referred to as the "Shares"); and

**WHEREAS**, the parties hereto desire to set forth their agreement with respect to the Shares.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

 **1. Restrictions On Transfers of Shares**

No Shareholder shall, directly or indirectly, sell, donate, pledge, hypothecate, encumber or otherwise transfer all or any part of the Shares now or hereafter owned by him without com­plying with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, no sale, donation, pledge, hypothecation, encumbrance or other transfer of Shares shall be recognized or deemed effective unless the transferee shall execute and agree to be bound by this Agreement.

Any sale, donation, pledge, hypothecation, encumbrance or other transfer which is not in compliance with the provisions of this Agreement shall be null and void, and shall not be recognized by the Corporation or the Shareholders, and the transferee shall not be entitled to vote any of the shares of the Corporation, nor receive any dividends, profits or other distributions, nor shall the transferee have any other rights as a Shareholder of the Corporation.

 **2. Voluntary Transfers of Shares**

In no event may any Shareholder sell, donate, pledge, hypothecate, encumber or otherwise transfer less than all of his Shares.

If a Shareholder desires to sell or transfer all of his Shares, such Shareholder (the "offeror") shall give written notice thereof to the Corporation and the other Shareholders (the "offer­or's notice"), which notice shall set forth the proposed price or consideration to be paid or given, and all other pertinent details of the proposed sale or transfer. The offeror's notice shall con­tain an offer to sell such Shares to the Corporation and the other Shareholders, in accordance with the provisions of this Article 2.

For a period of sixty days after receipt of offeror's notice (the "initial option period"), the Corporation shall have the right to purchase all or any part of the Shares offered for the price and upon the terms and conditions provided in this Article 2, by giving notice of its intention to purchase to the offeror and to the other Shareholders within the initial option period. The Corporation shall have the right to assign and transfer this op­tion.

If the Corporation fails, refuses or is legally unable to exercise its option to purchase all or any part of the Shares of­fered within the initial option period, the other Shareholders shall have the right to purchase all or any part of the Shares offered as are not purchased by the Corporation, for the price and upon the terms and conditions provided in this Article 2, by giving notice of intention to purchase to the offeror and all other par­ties hereto within ten days after the expiration of the initial op­tion period. Each of the other Shareholders shall have the right to purchase that portion of the Shares offered and not purchased by the Corporation as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the offeror). If a Shareholder does not elect to purchase his full portion of such Shares within ten days after the expiration of the initial option period, the remaining Shareholders shall have the right to purchase, in the aforesaid proportions, all of the Shares not purchased by giving notice of intention to purchase to the of­feror and all other parties hereto on or before the date which is twenty days after the expiration of the initial option period.

The options to purchase provided in this Article 2 are subject to the condition that none of the options shall be enforce­able unless the Corporation or the other Shareholders shall have elected to purchase all of the Shares of the offeror. For purposes of determining the date or dates for payment of the purchase price hereinafter provided, including payments pursuant to installment notes, the date on which the notice of intention to purchase was given shall be deemed to be the date on which elections to purchase all of said Shares have been made.

The purchase price for each of the Shares purchased by the Corporation or the other Shareholders pursuant to the options provided in this Article 2 shall be the lesser of the purchase price set forth in the offeror's notice or the purchase price de­termined in accordance with the provisions of Article 5 below.

The following terms and conditions shall apply to the purchase of any Shares pursuant to the options provided in this Ar­ticle 2:

(a) Not less then ten percent of the purchase price of the Shares shall be paid in cash or by certified check by the purchaser to the offeror within ten days after the date on which the notice of intention to purchase was given by the purchaser.

(b) Any balance of the purchase price shall be paid to the offeror in cash or by certified check, or, at the op­tion of the purchaser, in 36 consecutive equal monthly installments, with the first installment to be due thirty days after the notice of intention to purchase was given by the purchaser, and with each subsequent installment to be due on the same day of each succeeding month. This obligation shall be evidenced by a negotiable installment note to the order of the offeror providing for: (i) in­terest at the rate of six percent per annum on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the pay­ment of principal or interest for more than ten days after notice and demand. If the Corporation is the pur­chaser, said installment note shall be guaranteed person­ally by the other Shareholders. Said installment note and the guarantees of the other Shareholders shall be ex­ecuted and delivered simulta­neously with the payment pro­vided for in clause (a) above.

(c) Upon receipt of the cash payment and the installment note, if any, required in clauses (a) and (b) above, the offeror shall deliver to the Corporation the certifi­cate(s) evidencing the Shares of the offeror, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation.

(d) If Shares of the offeror have been purchased by de­livery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be delivered by the Corporation to the offeror to be held as collateral secu­rity for payment of the installment note. Upon payment of all indebtedness evidenced by the installment note, the new certificate for said Shares shall be delivered to the purchaser.

If the Corporation and the other Shareholders do not elect to purchase all of the Shares which are the subject of the offeror's notice, the Corporation shall be liquidated in an orderly manner and the proceeds of the liquidation shall be shared by the Shareholders in proportion to their Shares.

If the Shares of any Shareholder are involuntarily trans­ferred to a pledgee, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other person, such transfer shall be deemed to constitute a notice to the Corporation and the other Shareholders, as of the date of such transfer offer­ing to sell all of the Shares affected upon the terms and condi­tions provided in this Article 2 for a price determined in accor­dance with the provisions of Article 5 hereof. No pledgee, judg­ment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other holder of Shares, without regard to the manner of acquisition of the Shares or the nature of the inter­est therein, shall sell, donate, pledge, hypothecate, encumber or otherwise transfer any Shares without complying with the provisions of this Agreement in the same manner as if such holder or person asserting the interest in such Shares was named as a Shareholder herein.

 **3. Death of a Shareholder**

Within 60 days after the appointment and qualification of the legal representative or representatives of a deceased Shareholder, or within 120 days after the date of death of a de­ceased Shareholder if no such legal representative is appointed, such legal representative or representatives or the heirs, distri­butees or beneficiaries of the deceased Shareholder, as the case may be, and each successor in interest to the Shares of the deceas­ed Shareholder, shall sell to the Corporation all of the Shares of the deceased Shareholder.

If the Corporation is legally unable to purchase all or any part of the Shares of the deceased Shareholder, each of the other Shareholders shall purchase that portion of the Shares of the deceased Shareholder not purchased by the Corporation as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the deceased Shareholder). Any such purchase by the surviving Shareholders shall be at the same purchase price and upon the same terms and conditions as are provided in this Article 3.

The purchase price for each of the Shares purchased pur­suant to this Article 3 shall be determined in accordance with the provisions of Article 5 below. However, in no event shall the total purchase price be less than an amount equal to the proceeds of the life insurance policies on the life of the deceased Shareholder listed in Exhibit B hereto.

The following terms and conditions shall apply to the purchase and sale of the Shares of a deceased Shareholder:

(a) Any balance of the purchase price shall be paid to the deceased Shareholder's estate in cash or by certified check, or, at the option of the purchaser, in 36 consecu­tive equal monthly installments, with the first install­ment to be paid on the date which is 180 days after the death of the deceased Shareholder and with each subsequ­ent payment to be paid on the like day of each succeeding month. This obligation shall be evidenced by a negoti­able installment note to the order of the estate provid­ing for: (i) interest at the rate of six percent per an­num on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the payment of principal or interest for more than ten days after notice and demand. If the Corporation is the purchaser, said installment note shall be guaranteed per­sonally by the other Shareholders. Said installment note and the guarantees of the other Shareholders shall be ex­ecuted and delivered simultaneously with the payment pro­vided for in clause (a) above.

(b) Upon receipt of the cash payment and the installment note, if any, required in clauses (a) and (b) above, the legal representatives of the estate of the deceased Shareholder shall deliver to the Corporation the certifi­cate(s) evidencing the Shares of the deceased Shareholder, with any other instruments required by the Corporation, including estate or inheritance tax waivers, so that full and complete title to the Shares can be transferred on the books of the Corporation.

(c) If Shares of the deceased Shareholder have been pur­chased by delivery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be deli­vered by the Corporation to the legal representative of the estate of the deceased Shareholder to be held as col­lateral security for payment of the installment note. Upon payment of all indebtedness evidenced by the in­stallment note, the new certificate for said Shares shall be delivered to the purchaser.

 **4. Disability of a Shareholder**

If a Shareholder shall become totally disabled, and shall continue to be totally disabled for a period of twelve months, the Corporation shall purchase and the disabled Shareholder (or the legal representative of such Shareholder) shall sell, within ninety days after the expiration of said twelve month period, all of the Shares of the disabled Shareholder upon the terms and conditions provided in this Article 4. For purposes of this Agreement, the terms "total disability" and "disability" shall have the meanings generally given to those terms in disability insurance policies.

If the Corporation is legally unable to purchase all or any part of the Shares of the disabled Shareholder, each of the other Shareholders shall purchase that portion of the Shares of the disabled Shareholder not purchased by the Corporation as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the disabled Shareholder). Any such purchase by the other Shareholders shall be at the same purchase price and upon the same terms and conditions as are pro­vided in this Article 4.

The purchase price for each of the Shares purchased pur­suant to this Article 4 shall be determined in accordance with the provisions of Article 5 below, with the date of determination of the purchase price being the end of the aforesaid twelve month period.

The following terms and conditions shall apply to the purchase and sale of the Shares of a disabled Shareholder:

(a) Not less than ten percent of the purchase price of the Shares shall be paid in cash or by certified check to the disabled Shareholder (or the legal representative of such Shareholder) within ninety days after the expiration of the aforesaid twelve month period.

(b) Any balance of the purchase price shall be paid to the disabled Shareholder (or the legal representative of such Shareholder) in cash or by certified check, or, at the option of the purchaser, in 36 consecutive equal monthly installments, with the first installment to be paid on the date which is 120 days after the expiration of the aforesaid twelve month period and with each subse­quent payment to be paid on the like day of each succeed­ing month. This obligation shall be evidenced by a nego­tiable installment note to the order of the disabled Shareholder (or the legal representative of such Shareholder) providing for: (i) interest at the rate of six percent per annum on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the payment of principal or in­terest for more than ten days after notice and demand. If the Corporation is the purchaser, said installment note shall be guaranteed personally by the other Shareholders. Said installment note and the guarantees of the other Shareholders shall be executed and delivered simultaneously with the payment provided for in clause (a) above.

(c) Upon receipt of the cash payment and the installment note, if any, required in clauses (a) and (b) above, the disabled Shareholder (or the legal representative of such Shareholder) shall deliver to the Corporation the certi­ficate(s) evidencing the Shares of the disabled Shareholder, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation.

(d) If Shares of the disabled Shareholder have been pur­chased by delivery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be deli­vered by the Corporation to the disabled Shareholder (or the legal representative of such Shareholder) to be held as collateral security for payment of the installment note. Upon payment of all indebted­ness evidenced by the installment note, the new certificate for said Shares shall be delivered to the purchaser.

 **5. Purchase Price**

For purposes of purchases of Shares pursuant to the pro­visions of this Agreement, the purchase price for each Share shall be the fair value of each Share as determined pursuant to this Ar­ticle 5.

The parties hereto agree that the fair value of each Share as of the date of this Agreement is $, and, until the end of the current fiscal year of the Corporation, $ shall constitute the purchase price for each Share.

Within sixty days after the end of each fiscal year of the Corporation, the parties hereto (including any successors in interest) shall determine the fair value of each Share for the then current fiscal year, and shall execute a certificate of valuation, substantially in the form annexed hereto, setting forth said fair value. The parties hereto at any time may execute a new certifi­cate of valuation, revising the fair value of each Share. The most recent certificate of valuation, duly executed by the parties, shall supersede all prior certificates of valuation. The fair value of each Share as redetermined from time to time shall take into account the tangible and intangible assets of the Corporation, and other relevant factors, and liabilities of the Corporation. Good will shall be deemed to be of no value unless actually paid for and carried on the books of the Corporation as an asset.

If the parties hereto fail to redetermine the fair value of each Share within sixty days after any fiscal year, the fair value of each Share for the purpose of establishing the purchase price hereunder shall be as agreed upon by the seller and purchaser of the Shares. If they are unable to agree upon the fair value fifteen days prior to the date of the purchase, then the fair value of each Share shall be determined by appraisal as follows:

(a) Not less than ten days prior to the date of the pur­chase, the seller of the Shares shall appoint one appraiser, and the purchaser or purchasers of the Shares shall appoint one appraiser.

(b) If either the seller or the purchaser (or purchas­ers) shall fail to appoint an appraiser, the appraiser appointed by the other shall determine the fair value of each Share.

(c) If the two appraisers appointed by the seller and the purchaser (or purchasers) shall fail to agree upon the fair value of the Shares five days prior to the date of the purchase, the two appraisers shall appoint a third appraiser, and the determination of the majority of the appraisers shall be binding upon all parties.

(d) All costs of any such appraisal shall be borne equally by the seller and the purchaser (or purchasers) of the Shares.

 **6. Actions Requiring Board Approval**

The following actions shall be taken by the Corporation only after the approval by two-thirds of the Board of Directors of the Corporation:

(a) an amendment of the Certificate of Incorporation or By-laws of the Corporation;

(b) the purchase of any interest in the stock, assets or business of any corporation, partnership or other entity other than in the ordinary course of business;

(c) the selection or discharge of the officers of the Corporation;

(d) the merger, consolidation, dissolution, liquidation or cessation of business activities of the Corporation;

(e) the entering into, modification or termination of any lease, contract or agreement with a term of one year or more;

(f) the sale, purchase, transfer, hypothecation or lease of any asset other than in the ordinary course of business;

(g) the borrowing of money;

(h) the making by the Corporation of any loan or advance to any person, corporation, partnership or other entity;

(i) the guaranty of any obligation or debt of any third party;

(j) the making of any capital expenditure of $10,000 or more;

(k) the making of capital expenditures which aggregate $50,000 or more within any fiscal year;

(l) the declaration or payment of dividends or distribu­tions upon the Shares, unless otherwise provided for in this Agreement;

 **7. Officers and Directors**

The Shareholders shall vote their Shares and otherwise act so as to provide that the directors of the Corporation shall be three in number, consisting of Dasha Libin and Dan Anderson and Charles Hill, and that the officers of the Corporation shall be Dasha Libin as President, Dan Anderson as Secretary/Treasurer. If any director or officer of the Corporation shall cease to be a Shareholder, he shall be deemed to have thereby tendered his resignation as such director and/or officer. Any dir­ectorship or office so vacated shall be filled by a person desig­nated by the successor in interest of the former Shareholder, pro­vided such successor in interest acquired its Shares in compliance with this Agreement.

Except as otherwise provided in this Agreement, each officer and director of the Corporation shall devote such time and attention to the business of the Corporation as he deems advisable, and shall receive for his services to the Corporation such compen­sation as the Board of Directors of the Corporation from time to time may determine.

Each officer and director shall receive such compensation as the Board of Directors from time to time may authorize and shall be reimbursed by the Corporation for reasonable expenses incurred in furthering the business of the Corporation, provided said ex­penses are supported by proper vouchers.

 **8. Corporate Books and Records**

The Corporation shall maintain true, complete and accur­ate records and books of account. All books and records of the Corporation shall at all times be made accessible and available to the parties hereto and their duly authorized representatives, for examination during reasonable hours, provided that reasonable notice of a party's intention to exercise such rights is given to the Corporation.

 **9. Transactions with the Corporation**

No director or officer of the Corporation shall be dis­qualified by such directorship or office from dealing or contract­ing with the Corporation as vendor, purchaser or otherwise. No contract, transaction or act of the Corporation shall be void or voidable or affected by reason of the fact that any such director or officer, or any person, corporation, partnership or other entity in which any such director or officer has an interest or is an officer, director, stockholder or employee, whether or not such in­terest is adverse to the Corporation. No director or officer having such interest shall be liable to the Corporation or to any Shareholder, or creditor thereof, or to any other person or entity, for any loss incurred by it under or by reason of any such con­tract, transaction or act; nor shall any such director or officer be accountable for any gains or profits realized thereon. Nothing in this Article 10 shall be deemed or construed to protect any dir­ector or officer of the Corporation against any liability to the Corporation or the holders of its Shares to which he would other­wise be subject by reason of willful misfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his directorship or office.

 **10. Issuance of New Shares Prohibited**

It is the intention and agreement of the parties that their respective interests in the Corporation shall not be diluted by the issuance or sale of new Shares. Accordingly, the Corporation shall not issue or sell any additional stock after the date hereof, whether by way of original issue or sale of treasury shares, without the prior written consent of all of the Shareholders.

 **11. Notices**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand, or by FAX or telex, or by Federal Express courier, or by registered or certified mail, return receipt requested, with postage prepaid, to the party or parties to whom such notice is intended to be given at the address of such party first above written or such other address as such party may designate by notice given hereunder.

 **12. Miscellaneous**

This Agreement shall be governed by the laws of the State of New York. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.

Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter. The captions in this Agreement are for conve­nience only, and shall not affect the construction of the provi­sions hereof.

This Agreement may be terminated, waived or modified only by a written agreement executed by the party against which enforce­ment of such termination, waiver or modification is sought. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this Agreement, nor shall it constitute a waiver of any subsequent breach of any provision of this Agreement.

This Agreement merges and supersedes all prior under­standings and oral or written agreements of the parties hereto with respect to the subject matter hereof.

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all counterparts shall constitute but one and the same agreement. The Corporation agrees that a copy of this Agreement shall be kept at the principal office of the Corporation, for inspection by the Shareholders. Any Shareholder shall have the right to inspect said copy of this Agreement and the books and records of the Corporation at reason­able times after reasonable notice.

The execution and performance of this Agreement has been duly authorized and approved by the Board of Directors of the Corporation.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, exec­utors, administrators, successors and permitted assigns. This Agreement shall apply to all stock and equity securities of the Corporation now or hereafter acquired by the Shareholders or any of their successors in interest.

**IN WITNESS WHEREOF**, the parties have executed this Agree­ment as of the date first above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, INC.

ATTEST:

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 President

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Secretary/Treasurer

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 , Individually

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 , Individually

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 , Individually

 **EXHIBIT A**

 **SHARES OWNED BY THE SHAREHOLDERS**

 Shareholder Shares Held Certificate

**CERTIFICATE OF VALUATION**

We, the undersigned, being all of the Shareholders of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc. (the Corporation) do hereby agree and certify that the value of each outstanding share of stock of the Corporation is $ as of the date hereof.

This certificate may be executed by the Shareholders in multiple counterparts.

Dated:

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgment**

STATE OF NEW YORK )

 ) ss.

COUNTY OF NEW YORK )

On the \_\_\_ day of \_\_\_\_ in the year \_\_\_\_\_\_\_before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of the (name of corporation), the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

STATE OF NEW YORK )

 ) ss.

COUNTY OF NEW YORK )

On the day of August , 2006, before me, the under­signed notary public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

STATE OF NEW YORK )

 ) ss.

COUNTY OF NEW YORK )

On the day of August , 2006, before me, the under­signed notary public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

STATE OF NEW YORK )

 ) ss.

COUNTY OF NEW YORK )

On the day of August , 2006, before me, the under¬signed notary public, personally appeared

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public