## Date\_\_\_\_\_\_\_\_\_\_\_\_\_

**VIA EMAIL**

The Depository Trust Company

mandatoryreorg@dtcc.com

Attn: Mandatory Reorg Announcements

**Re: Authorization and Instruction to Delete Participant Escrow Position**

**Participant: \_\_\_\_\_\_\_\_\_\_\_\_(“Participant”)**

**Participant Account Number: \_\_\_\_\_\_ (“Participant Account”)**

**Security Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ESCROW CUSIP#: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Transfer Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Please accept this letter as Participant’s authorization and instruction to delete **[amount of escrow position to be removed]** shares/principal amount of the above-referenced Escrow CUSIP (the “Position”) from the above-referenced Participant Account (the “Request”). Participant acknowledges that the Participant Account will be excluded from any payment/distribution due on the above–referenced Escrow CUSIP for the Position.

Participant hereby agrees to indemnify and defend DTC and Cede & Co., and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses and Legal Actions (defined below) suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with the Request, except as a result of the Indemnitees willful misconduct or gross negligence or fraud. By way of example but not by way of limitation, this indemnity applies to Legal Actions between Participant and Indemnitees. “Losses” means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with the Request), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees. “Legal Action” means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self-regulatory. organization.

The undersigned represents and warrants that it is duly authorized to execute this indemnity.

Sincerely,

|  |  |  |
| --- | --- | --- |
| X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Place Medallion Signature Guarantee Stamp Here |  |
| Name: |  | Acknowledged and Agreed: |
| Title: |  |
| Phone: | X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | [Insert Name of Transfer Agent] |