AMNESTY AGREEMENT

BETWEEN
THE ILLINOIS STATE TREASURER’S OFFICE
UNCLAIMED PROPERTY DIVISION
AND
_____________________________________ (HOLDER)

This Agreement is made and entered into this _____ day of _________________, 2003, by and between the Illinois State Treasurer’s Office, (the “Treasurer”) and the __________________________________ (the “Holder”).

RECITALS

WHEREAS, ______________________________________________________ (Describe Holder, e.g., a U.S. Corporation, Incorporated in __________________ (state))

WHEREAS, the Holder is voluntarily notifying the Treasurer of its potential liability under the Illinois Uniform Disposition of Unclaimed Property Act (the “Act”); and

WHEREAS, the Holder is not currently under examination nor, to its knowledge, has it been notified by the Treasurer, or by anyone acting on behalf of the Treasurer, of the Treasurer’s intention to conduct an unclaimed property examination of the Holder;

WHEREAS, because of the Holder’s voluntary disclosure, the Treasurer may derive property that, otherwise, might have gone unreported;

NOW, THEREFORE, the Treasurer and the Holder hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made an express part of this Agreement.

2. The Holder and the Treasurer agree that the Treasurer may conduct an examination of the Holder’s books and records to determine the Holder’s unclaimed property obligations for fourteen (14) years to present (the “Examination Period”), or date of incorporation, whichever is older.
3. In the event that the report contains 10 or more owners, Holder will be required to submit the remittance in an electronic format approved by the Illinois State Treasurer’s Unclaimed Property Division. A paper report may be submitted for reports containing less than 10 owners. (Please see our website at www.cashdash.net for your choices, or call (217) 782-4072 if you do not have access to the internet.) The report and remittance must be received by the Treasurer’s office no later than December 31, 2003.

4. All fees, penalties and interest, otherwise, attributable to Holder’s unclaimed property obligation for the Examination Period shall be waived by the Treasurer if the Holder achieves compliance with the Illinois Uniform Disposition of Unclaimed Property Act by December 31, 2003.

5. By executing this Agreement, the undersigned Holder hereby represents and warrants that they will maintain records enabling them to annually report the names and addresses of individuals for whom they are required to report unclaimed property. Failure to maintain said records following the execution of this document renders the Agreement null and void.

6. If any of the representations made by the Holder in this Agreement are false or misleading, this Agreement becomes null and void and the Treasurer may assess any fees or penalties allowed by the Act and commence any other action permitted by law. The Treasurer may, at any time during the course of this Agreement, terminate the Agreement by providing written notice to the Holder.

7. This Agreement shall be effective upon execution by the parties hereto and thereafter shall be binding upon the Treasurer and the Holder and its successors and assigns.

8. The persons signing this Agreement certify that they have the power to enter into and execute this Agreement.

Holder

By: ________________________________

______________________________
(Print Name)

______________________________
(Title)

______________________________
(Phone)

Address to be used for reporting form and contact name:

______________________________
(Street Address)

______________________________
(City, State, Zip)

______________________________
(Contact Name)

______________________________
(Phone)

The Illinois State Treasurer’s Office
Unclaimed Property Division

By: ________________________________

Alissa Camp, Director

Please return signed agreement to:

Office of the Illinois State Treasurer
Unclaimed Property Division
P. O. Box 19496
Springfield, IL  62794-9496