



Excess SIPC Surety Bond Claim Form

This claim form is for use only in filing a claim under an Excess SIPC Surety Bond (a "Surety Bond") Issued by Customer Asset Protection Company ("CAPCO") to a Securities Broker/Dealer (a "Broker/Dealer") that is the subject of a liquidation proceeding commenced pursuant to the United States Securities Investor Protection Act ("SIPA"). It is recommended that you follow the instructions available for U.S. claims at www.capcoexcess.com when completing and submitting this form.

NOTE: ANY CLAIM UNDER A CAPCO EXCESS SIPC SURETY BOND MUST BE RECEIVED BY CAPCO NO LATER THAN SIX MONTHS AFTER THE CLOSING OF THE RELEVANT SIPA PROCEEDING.

TO BE COMPLETED BY CAPCO ONLY:

Bond Number:
Claim Number:
Date Claim Received By CAPCO:

TO BE COMPLETED BY THE CLAIMANT (please print or type):

I. NAME OF BROKER/DEALER: _____

II. INFORMATION ABOUT THE CLAIMANT:

Name of Claimant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone Number: () _____ - _____

Home Phone Number: () _____ - _____

Email address: _____

Number(s) (and name(s), if applicable) of Account(s). (Use Separate Page If Necessary.)

Taxpayer I.D. Number (Social Security No.): _____

Full Names, Addresses And Telephone Numbers Of All Co-Owners Of Each Account, Indicating Percentage Ownership For Each Co-Owner. (Use Separate Pages As Needed.)

Name:	Account No:
Address:	
Phone Number: () -	% Ownership:

(continued)

Name:	Account No:
Address:	
Phone Number: () -	% Ownership:

Capacity In Which Account Is Held. (Provide Information For Each Account And Use Separate Pages If Necessary.)

Account No:	
<input type="checkbox"/> Personal <input type="checkbox"/> Corporate <input type="checkbox"/> Trustee	<input type="checkbox"/> Custodian <input type="checkbox"/> Other (specify): _____

Please check **ALL** that apply:

The Claimant, or any Co-Owner, is or was:

- A general partner, officer or director of the Broker/Dealer.
- An owner of 5% or more of any class of equity security of the Broker/Dealer.
- A limited partner with a participation of 5% or more in the net assets or net profits of the Broker/Dealer.
- A person who, directly or indirectly, exercises or has the power to exercise a controlling influence over the management of the Broker/Dealer.
- A broker or dealer or bank.
- A prime brokerage customer.
- None of the above.

Provide Detail Concerning Each Item Checked. (Use Separate Page If Necessary.)

Claimant's Contact Person(s) at Broker/Dealer:

Name(s)	Phone Number(s)
	() -
	() -

III. INFORMATION CONCERNING THE BROKER/DEALER'S SIPA PROCEEDING:

A. Bankruptcy Court Case Number: _____ - _____

B. Date SIPA Proceeding Commenced: _____ / _____ / _____
(mm/dd/yyyy)

C. Date SIPA Proceeding Closed: _____ / _____ / _____
(mm/dd/yyyy)

D. Name, Address, and Telephone Number of Trustee Appointed In SIPA Proceeding:

Name	Address	Phone Number
		() -

IV. INFORMATION CONCERNING YOUR CLAIM IN THE SIPA PROCEEDING:

(Provide Information For Each Account And Use Separate Pages If Necessary.)

A. Have you filed a claim with the Trustee? Yes No

B. If not, please explain. (Use Separate Page If Necessary.)

C. Date Submitted: _____ / _____ / _____
(mm/dd/yyyy)

D. Date Received By The Trustee: _____ / _____ / _____
(mm/dd/yyyy)

E. Claim Number Assigned By The Trustee: _____

F. Amount Claimed In The SIPA Proceeding For Lost Cash: \$ _____

G. Lost Securities Claimed In The SIPA Proceeding. (Use Separate Pages As Needed.)

Name Of Security	Number of, or Face Value, of Security

H. Check **ALL** that apply. (Provide Information For Each Account. Use Separate Pages If Necessary.)

The Claim Filed In The SIPA Proceeding For This Account Has Been:

- 1. Allowed In Full Or In Part By The Trustee.
- 2. Denied In Full Or In Part By The Trustee.
- 3. Allowed In Full Or In Part By A Judge.
- 4. Denied In Full Or In Part By A Judge.
- 5. Settled In Full Or In Part By Agreement With The Trustee.
- 6. Satisfied In Full Or In Part By Delivery Of Securities And/Or Payment Of Cash.
- 7. Other.

If you Checked items 1 or 2, submit with this form a copy of the Trustee's notice(s) of determination, in addition to all other documentation requested herein.

If you Checked items 3 or 4, submit with this form a copy of the judge's decision(s) allowing or denying your claim, in addition to all other documentation requested herein.

(continued)

If you checked item 5, submit with this form a copy of the settlement agreement(s) with the Trustee, in addition to all other documentation requested herein.

If you checked item 6, submit with this form copies of all receipts of payments or securities, in addition to documentation requested herein.

If you checked item 7, please explain. (Use Separate Pages As Needed.)

V. ANY PARTIAL OR FULL SATISFACTION OF A CLAIM FILED IN THE SIPA PROCEEDING:

Describe here any and all payments or securities that have been received in partial or full satisfaction of the claims filed in the SIPA proceeding, and identify the source of the payments and securities received, whether from the Broker/Dealer, the Trustee, the Securities Investor Protection Corporation ("SIPC"), an insurance company, a governmental authority, or any other person or entity. (Use Separate Pages As Needed.)

Cash or Security Received:

Source:

VI. IDENTIFY ANY AND ALL PERSONS OR ENTITIES (EXCLUDING THE BROKER/DEALER, THE TRUSTEE, SIPC AND CAPCO) AGAINST WHOM YOU MIGHT HAVE A RIGHT TO RECOVER ANY LOSSES IN THE ACCOUNT(S) AND THE BASIS FOR THAT CLAIM:

Name:
Basis of Claim:

Name:
Basis of Claim:

(Use Separate Page If Necessary.)

VII. CLAIMANT'S PAYMENT INSTRUCTIONS TO CAPCO:

Name of account into which payment should be made: _____
(Note: CAPCO will make payments only into accounts in the names of persons other than the Claimant when it has written authority from the Claimant or its successor in title.)

Bank name: _____

ABA No.: ____ - ____ - ____

Account No. _____

Ref: (if any) _____

Address for sending checks/replacement securities:
(continued)

Mailing Address: _____

City: _____ State: _____ Zip: _____

VIII. DOCUMENTATION REQUIRED FOR THE PROCESSING OF YOUR CLAIM:

Submission of the proper documentation can help speed the review of your claim. Please take a moment to make certain that ALL required documents are affixed to this claim form before submitting it to CAPCO.

Please check each box below to confirm that all of the specified documentation is enclosed with this claim form for each relevant account.

A. Copies of the following documents, if applicable (as determined in Section IV, H):

- Trustee's notice(s) of determination
- Judge's decision(s) allowing or denying claim(s) in part or in full
- Settlement agreement(s) with Trustee
- Receipts of payment or securities

B. The following documentation must be provided with all claims:

- Copies of all documentation submitted to the Trustee.
- To the extent available, copies of your last two or three account statements, purchase or sale confirmations and checks that relate to the securities or cash that you claim, and any other documents such as receipts or correspondence that might be of assistance in review of your claim.

C. "Release of Data" (Form attached.)

D. "Assignment and Release" (Form attached.)

E. If you are acting on behalf of the Claimant, **certified copies** of documents proving your authority to act (e.g., documents of probate, power of attorney).

IX. AFFIRMATIVE REPRESENTATIONS/AGREEMENTS BY THE CLAIMANT SUBMITTING THIS CLAIM:

By my signature below, I represent and agree to each of the following statements on behalf of the Claimant:

(Note: In all cases of joint account holders, "I" means "we" and the declaration MUST be signed by all Claimants or their duly appointed representatives. In the case of a partnership, ALL partners must sign.)

Photocopies of all documents appended to this claim form in support of the claim made herein are true and accurate copies of the originals. **(It is a criminal offense to make a false/knowingly exaggerated claim against CAPCO.)**

Any notice or other communication (including the duly executed claims form) to be sent or delivered in connection with claims made under the Surety Bond shall be made in writing and shall be deemed to have been sufficiently given as of the date of receipt if mailed by overnight delivery service guaranteeing delivery or by certified mail return receipt requested.

Subject only to any subrogation rights that may be held by SIPC, CAPCO shall be subrogated to the Claimant's rights and claims to the extent that CAPCO makes or has satisfied those rights and claims. Additionally, as a condition to satisfaction by CAPCO of rights and claims to payment, I assign such rights and claims in favor of CAPCO as provided in the "Assignment of Rights and Claims to CAPCO and Release of Claims Against CAPCO" attached herewith.

Any loss sustained to the subject account(s), or any account in which I hold an interest, did not in fact arise, directly or indirectly, through any fraudulent or dishonest act of the Claimant, or through any wrongful act of the Claimant, or through any such act as the Claimant may be concerned with or implicated in.

The terms of the Surety Bond agreement entered into between my Broker/Dealer and CAPCO shall govern any claims that the Claimant makes herein and that the terms of the Surety Bond shall be governed and construed in accordance with the laws of the State of New York.

The claims made herein represent all claims that will be made by the Claimant (or the Claimant's successor by operation of law) against CAPCO under the Surety Bond.

Any dispute or difference between CAPCO and the Claimant (or the Claimant's successor by operation of law) relating to the interpretation or performance of the Surety Bond, including but not limited to its formation or validity, or any transaction under the Surety Bond, whether arising before or after termination, shall be submitted to binding arbitration (which shall be the sole remedy or method of resolving any such dispute or difference) in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

Upon written request of any party, each party shall choose an arbitrator and the two arbitrators so chosen shall select a third arbitrator. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of the written request for arbitration, the requesting party may appoint a second arbitrator. If the two arbitrators fail to agree on the selection of a third arbitrator within thirty (30) days of their appointment, either party shall petition the American Arbitration Association to appoint the third arbitrator. If the American Arbitration Association fails to appoint the third arbitrator within thirty (30) days after it has been requested to so do, either party may request a justice of a Court of general jurisdiction of the state, province, or other location in which the arbitration is to be held to appoint the third arbitrator. All arbitrators shall be attorneys and/or active retired officers of insurance or surety companies with relevant insurance expertise, and disinterested in the outcome of the arbitration. Each party shall bear the expenses of its own arbitrator and shall share equally all other expenses of the arbitration, including the expense of the third arbitrator.

The arbitration shall take place at New York, New York unless otherwise mutually agreed between CAPCO and myself. The language of the arbitration shall be English.

Any action by any party to the Surety Bond for preliminary injunction, temporary restraining order or similar prejudgment relief shall not constitute a waiver of that party's right to seek arbitration pursuant to the terms of this arbitration provision.

In bringing any arbitration, the Claimant shall keep all details of the arbitration and dispute confidential. Failure to do so shall constitute a forfeiture of the Claimant's claim against CAPCO. CAPCO may in its discretion refer to any details of any previous arbitration brought by another Claimant.

Where more than one Claimant has commenced an arbitration against CAPCO, CAPCO shall be entitled at its option to require that those arbitration proceedings be consolidated. In the event of such a consolidation, the American Arbitration Association shall appoint the arbitrator for the Claimants. Each Claimant shall bear equally the expenses of said arbitrator.

The arbitration requirements herein shall remain in full force and effect in the event any other provision of the Surety Bond shall be found invalid or non-binding.

Such arbitration shall be the Claimant's sole remedy as a condition to the Claimant's receipt of any claim payment under the Surety Bond.

(1) Print Name	Sign Name	Date
_____	_____	_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(2) Print Name	Sign Name	Date
_____	_____	_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

As to the signature(s) above, in witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires:
_____, 20__

TO BE COMPLETED BY THE CLAIMANT(S) (please print or type):

Name of the Broker/Dealer: _____

Number (and name, if applicable) of Account(s): _____

RELEASE OF DATA

I/We _____

Of _____

_____ (address)

hereby consent to CAPCO, their officers, servants or agents, requesting and receiving any such information or documentation as may be required in connection with my/our claim for compensation.

I/We also consent to the release by CAPCO of the information provided about myself/ourselves or my/our claim to any third party where necessary in connection with any claim for compensation.

(1) Print Name

Sign Name

Date

_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(2) Print Name

Sign Name

Date

_____ (dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

As to the signature(s) above, in witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

_____, 20____

TO BE COMPLETED BY THE CLAIMANT(S) (please print or type):

Name of Broker/Dealer: _____

Number (and name, if applicable) of Account(s): _____

**ASSIGNMENT OF RIGHTS AND CLAIMS TO CAPCO AND
RELEASE OF CLAIMS AGAINST CAPCO
("ASSIGNMENT AND RELEASE")**

_____, (the "Claimant(s)") agree(s) that, contingent upon receipt by the Claimant(s) of payment either in the form of monies or replaced securities, which form of payment shall be at the sole option of the Customer Asset Protection Company ("CAPCO"), forthwith upon receipt by CAPCO of this signed Assignment and Release, the Claimant(s) hereby:

Assign(s) and transfer(s) to CAPCO all rights, including any and all claims and causes of action, that the Claimant(s) may have against Broker/Dealer and any and all third parties regarding its/their account, to the extent that, and only to the extent that, CAPCO has paid monies or replaced securities, to the Claimant(s) to satisfy the Claimant's(s') claim for its/their account against Broker/Dealer.

Agrees that, at CAPCO's expense, the Claimant will cooperate with CAPCO and exercise its best efforts to assist CAPCO to recover the foregoing payments of cash or securities, as the case may be, together with all costs and expenses (including attorney's fees) incurred by CAPCO in connection therewith.

For itself/themselves, their administrators, successors and assigns, do(es) remise, release, and forever discharge CAPCO, and CAPCO's agents, employees, officers, directors, professionals, successors and assigns, of and from any and all claims, and any and all circumstances giving rise to said claims, that the Claimant(s) now has/have or hereafter can, shall or may has/have arising out of or relating to the Claimant's(s') account with Broker/Dealer, and the Claimant's(s') claim therefore, as filed with CAPCO pursuant to the Excess SIPC Surety Bond to which CAPCO and Broker/Dealer are parties.

The Claimant(s) further acknowledge(s) the sufficiency of the consideration received under this Assignment and Release.

WITNESS the due execution hereof, intending to be legally bound hereby,
this _____ day of _____, 200__.

(1) Print Name

Sign Name

Date

(dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

(continued)

(2) Print Name

Sign Name

Date

(dd/mm/yyyy)

If signing as a director or officer of a company or as a trustee, please indicate position here

As to the signature(s) above, in witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

_____, 20__