



Indiana Unclaimed Property Holder Amnesty Agreement

This Agreement is made and entered into this _____ day of _____, 2010 by and between **The Office of the Indiana Attorney General, Unclaimed Property Division** (“UPD”) and the (“Holder”).

RECITALS:

WHEREAS, (Holder) is incorporated, organized and/or registered to conduct business in

_____.

WHEREAS, the Holder is voluntarily notifying UPD of its potential liability under the Indiana Unclaimed Property Act, Indiana Code 32-34 (the “Act”) in an effort to correct any previous underreporting, errors or oversight; and

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

WHEREAS, because of the Holder’s willingness to enter into and participate in this Agreement and to become compliant with the terms and conditions of the Indiana Unclaimed Property Act, the UPD stands to obtain property that, otherwise, might have gone unreported and not returned to its rightful owner.

NOW, THEREFORE, the UPD 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 shall complete an audit of its books and records and file a report of findings for the period required for the presumptive abandonment plus the ten (10) years the date the property became reportable under the Act. The Holder shall also file a report for the current reporting period in a timely manner.
3. If estimation techniques were used to determine the Holder’s unclaimed property for periods where records were not maintained, the Holder will provide a written explanation of the techniques and principles used in coming to their estimations. The UPD shall then approve or require modification of the estimation techniques employed by the Holder before any estimated remittance is made and penalties and interest are waived.
4. The Holder shall be required to submit their remittance on the form provided on the Unclaimed Property website and include owner details in an electronic format approved by the UPD’s Unclaimed Property Division. (Forms and format are available at **www.IndianaUnclaimed.com/Reporting**.) The Holder report and subsequent monetary findings will be due in the UPD’s office on or before November 1, 2010. Under exceptional circumstances, and upon a showing of good cause, Holder may, in the sole discretion of UPD, be granted an extension of time to file its Report and Payment, upon terms and conditions established by UPD.

Any extension of time to file the required report and submit full payment of unclaimed funds shall not be extended beyond February 28, 2011.

5. The Holder and the UPD agree that the UPD retains the right to perform, or have performed, an examination of the Holder's books and records to determine the Holder's unclaimed property obligations for the past ten (10) years to present (the "Examination Period"), or date of incorporation, whichever is older. Interest which is waived by this Agreement does not include interest on property owed to an Owner which may have accrued on the property prior to the time the property should have been reported.

6. All fees, penalties and interest, otherwise attributable to Holder's unclaimed property obligation for the Examination Period shall be waived by the UPD if the Holder fully achieves compliance with this Agreement and the Indiana Unclaimed Property Act.

7. By executing this Agreement, the undersigned Holder hereby represents and warrants that it will maintain records enabling it 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 and Holder shall be subject to all statutory penalties and interest for any reporting period not addressed by the Report under this agreement and for all periods in the future.

8. If any of the representations made by the Holder in this Agreement are false or misleading, this Agreement shall be deemed null and void and the Indiana Attorney General may assess any and all fees, interest or penalties allowed by the Act and commence any other action permitted by law. UPD may, at any time during the course of this Agreement, terminate the Agreement by providing written notice to the Holder.

9. This Agreement shall be effective upon execution by the parties hereto and thereafter shall be binding upon UPD and the Holder, its successors and assigns.

10. Any modifications or changes made to the Agreement by the Holder will not be accepted by the UPD, unless specifically agreed to, in writing, by UPD.

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

12. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Holder Company

Office of the Indiana Attorney General

Holder Company Name (print)

By: _____ (for)
Gregory F. Zoeller, Attorney General

By: _____
Authorized Holder Representative (print)

Signature Date

Direct Phone No.: _____

The following holder information is needed to create your company's reporting account and will only be used for this purpose.

Name of Holder Company

Mailing Address of Holder Company

Contact Name & Title: _____

Contact Telephone: _____

Contact E-mail: _____

FEIN: _____

Industry Type: _____

Upon completion, please return signed Agreement to:

**Indiana Unclaimed Property
Attn: Amnesty Agreement
35 South Park Blvd.
Greenwood, IN 46143**