



**Authorization to Sell
Regular Membership
Options Membership
Limited Trading Permit**

THIS FORM MUST BE COMPLETED BY THE OWNER OF A REGULAR OR OPTIONS PRINCIPAL MEMBERSHIP OR LIMITED TRADING PERMIT WHO WANTS TO SELL HIS/HER OR ITS MEMBERSHIP OR PERMIT (THE "SELLER").

Name of Seller: _____

Name of Seller's Representative, if any: _____

Seller's Address: _____

Seller's Telephone Number: _____

Last Four Digits of Seller or Seller's Representative's Social Security Number: _____, 20 _____

American Stock Exchange
86 Trinity Place
New York, NY 10006-1881
Attn: Membership Services Department

Dear Sir or Madam:

Subject to the provisions of the Constitution and Rules of the American Stock Exchange, the above referenced Seller hereby authorizes the sale of Exchange seat/permit number _____ for the sum of \$ _____ or more. Your authority to sell is not limited as to Purchasers and includes authority to sell to any person who may seek to purchase a membership through you.

This authorization shall be revoked; if applicable, by the death of the Seller before acceptance, but such revocation shall be in effect only from the time the Director of Membership Services receives notice of the death. This authorization shall likewise be revoked if charges are preferred against the Seller in accordance with the Constitution and Rules of the Exchange. The Seller may revoke this authorization only by a written notice delivered to the Director of Membership Services in advance of acceptance by a Purchaser. Your authority to sell hereunder shall terminate upon acceptance by a Purchaser notwithstanding a failure to consummate the purchase. The death of a Purchaser before his/her election to membership of his/her failure to be elected shall cancel his/her contract of purchase.

In connection herewith, the Seller hereby encloses a signed agreement transferring all of the Seller's right, title and interest in and to said membership and authorizes you, upon acceptance of the aforesaid offer, to fill in the Purchaser and to complete the transfer whether or not the Seller is alive, and if the Seller is dead whether nr not executors or administrators have been appointed to administer his/her estate.

The Seller acknowledges and agrees that the Exchange does not assume any duty, obligation, or liability in connection with the filing of this authorization or with respect to any agreement, which may result fro the acceptance by any prospective Purchaser.

Very truly yours,

[If Seller is an individual, sign below and print name:]

By: _____

Print Name: _____

[If Seller is an organization, authorized signatory should sign below and print his/her name and title and the name of the organization:]

By: _____

Print Name: _____

Title: _____

Organization: _____