

that the same will not be subject to any adverse claim, (ii) the undersigned has no option or other right to purchase Shares from Paradigm other than those described in this Declaration above and (iii) after the surrender of the Option Agreements, the undersigned shall have no further options or other rights to purchase Shares from the Company. The undersigned hereby irrevocably consents to the treatment of the Options described in the immediately preceding paragraph, and unconditionally waives any and all rights with respect to the Options other than to receive the Option Consideration pursuant to the terms of this Declaration. From and after receipt of the Option Consideration, the undersigned hereby acknowledges and agrees that the undersigned shall no further rights or interests with respect to the Options. The undersigned, upon request, will execute and deliver any additional documents deemed by the Paying Agent necessary or desirable to complete the surrender of the Option Agreements surrendered hereby.

All authority herein conferred or agreed to be conferred shall not be affected by and shall survive the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the Option Consideration in the name(s) of the option holder(s) (the "Option Holder") appearing under "Description of Options Surrendered." Similarly, unless otherwise indicated herein under "Special Delivery Instructions," please mail the check for the Option Consideration (and accompanying documents, as appropriate) to the address(es) of the Option Holder appearing under "Description of Options Surrendered." In the event that the Special Payment Instructions and/or Special Delivery Instructions are completed, please issue the check for the Option Consideration in the name of, and/or deliver such check to, the person or persons so indicated.

**SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS)**

To be completed **ONLY** if the check for the Option Consideration is to be issued in the name of someone other than the Option Holder. Please print the name and address of the person in whose name the check should be issued.

NAME: _____

ADDRESS: _____

**EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER**

**SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS)**

To be completed **ONLY** if the check for the Option Consideration is to be mailed to someone other than the Option Holder, or to the Option Holder at an address other than that shown on the reverse side of this form.

NAME: _____

ADDRESS: _____

SIGN HERE

SIGNATURE OF
OPTION HOLDER _____

DATED: _____

Must be signed by the Option Holder or by person(s) authorized by certificates and documents transmitted herewith to sign on behalf of the Option Holder. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the following information and see instructions.

NAME(S) _____

CAPACITY (full title) _____

ADDRESS _____

AREA CODE AND TELEPHONE NUMBER _____

TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER _____

INSTRUCTIONS FOR DECLARATION OF ELIGIBILITY

1. *Delivery of Declaration of Eligibility and Option Agreements.* This Declaration of Eligibility is to be completed by Option Holder, except as described in Instruction 2 below. A return envelope addressed to American Stock Transfer & Trust Company ("AST") is enclosed for convenience. The method of delivery of this Declaration of Eligibility and of Option Agreements and all other required document is at the election and risk of the Option Holder, but if sent by mail, it is recommended that they be sent by registered mail with return receipt requested.

2. *Trustees, Executors, Administrators, etc.* If the Declaration of Eligibility is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence, satisfactory to AST, of their authority so to act must be submitted.

3. *Inadequate Space.* If the space provided on the Declaration of Eligibility is inadequate, the Option Agreements, the number of Shares subject thereto and the exercise price thereof should be listed on a separate schedule to be attached thereto.

4. *Special Payment and Delivery Instructions.* If a check for the Option Consideration is to be issued in the name of a person other than the Option Holder, or if a check is to be delivered to a person other than the Option Holder or to an address of the Option Holder other than that shown above under "Description of Options Surrendered", the appropriate boxes on this Declaration of Eligibility must be completed.

5. *Lost, Stolen or Destroyed Option Agreement.* If any Option Agreement has been lost, destroyed or stolen, the Option Holder should promptly notify the Paying Agent. The Option Holder will then be instructed as to the steps that must be taken in order to certify ownership of the Options. This Declaration of Eligibility and related documents cannot be processed until the procedures for certifying ownership of lost or destroyed Option Agreements have been followed.

6. *Requests for Assistance or Additional Copies.* Questions or requests for assistance may be directed to the Paying Agent at (718) 921-8200. Additional copies of the Declaration of Eligibility may be obtained from AST at the address listed below.

All questions as to the validity, form and eligibility of any surrender of Option Agreements will be determined by AST and such determination shall be final and binding. AST reserves the right to waive any irregularities or defects in the surrender of any Option Agreements. A surrender will not be deemed to have been made until all irregularities have been cured or waived.

**AMERICAN STOCK TRANSFER AND TRUST COMPANY
59 MAIDEN LANE
NEW YORK, NEW YORK 10038
(718) 921-8200**