

**The Morgan Account
Funds Transfer Agreement for Entities**



MORGAN USE ONLY US942 02/06
 Title _____
 SPN _____
 Primary CAS _____

JPMorgan Private Bank will transfer funds between my accounts or to third parties, as and when I, or an Authorized Person of mine requests. To help ensure the security and integrity of my accounts and transfer requests, you require that a properly completed Funds Transfer Agreement or Power of Attorney be on file for any of your clients who authorize other persons to transfer their funds.

Accordingly, I will sign and return this form to you, including the following information:

- List of all relevant telephone numbers (Subdivision A.4).
 - List of accounts to be debited, by number and title (Subdivision B).
 - Name(s) and address signature(s) of Authorized Person(s) whom I appoint to authorize funds transfers for me (Subdivision C).
- I will keep a copy of this form for my records.

A FUNDS TRANSFER AGREEMENT

This Agreement is subject to, and incorporates, the General Terms for Accounts and Services and Appointments, including, without limitation, the Appendix: Other Banking Services Relating to the Accounts, the Appendix: Electronic Funds Transfers, and all amendments and supplements to any of them in effect from time to time (the "General Terms"). To the extent there is any conflict between this Agreement and the General Terms, this Agreement will prevail. I, and Authorized Person(s), from time to time may request that you execute funds transfers or withdrawal instructions ("Payment Orders") from my Accounts. I hereby represent and warrant that the Accounts I use for Payment Orders are not Accounts established primarily for personal, family or household purposes. Accordingly, I authorize you to transfer funds on my behalf and agree as follows:

1 INSTRUCTIONS FOR PAYMENT ORDERS: You are authorized to honor and execute Payment Orders issued by me or an Authorized Person, without inquiry into the circumstances thereof, even if such Payment Order may create an overdraft in my Account or would benefit the Authorized Person. Except as otherwise modified hereby or by the General Terms, I intend that the transactions contemplated hereby be deemed funds transfers subject to Article 4-A of the New York Uniform Commercial Code, as it may be amended or replaced from time to time.

2 LIMITATION OF LIABILITY: Morgan's liability for Payment Orders that are not authorized and not effective as my order or that are not enforceable against me shall be limited to a refund of the amount paid pursuant to such Payment Order, and if applicable law requires, interest on the refundable amount. Under no circumstances will Morgan be liable for any indirect, incidental, special or consequential damages, regardless of the form of action and even if Morgan has been advised of the possibility of such damages, nor shall Morgan be liable for any attorneys' fees I incur.

3 TERMINATION: You may terminate this agreement at any time without notice. I may terminate this agreement by giving you prior written notice of termination, provided that termination by me shall become effective five (5) business days after Morgan's receipt of the termination notice. Morgan may complete all Payment Orders accepted on the day termination is to become effective.

4 SECURITY PROCEDURES: I agree that all Payment Orders are subject to verification by Morgan pursuant to the following security procedure, which I agree is a commercially reasonable security procedure:

CALL BACK: If Accountholder or Authorized Person(s) give Payment Orders other than in person, Morgan may telephone Accountholder or Authorized Person(s) at one of the telephone numbers listed in Subdivision C, at another telephone number of Accountholder or Authorized Person(s) as shown in Morgan's records, or at such other telephone number as Morgan, Accountholder and Authorized Person(s) may from time to time agree upon.

Print Name

Phone Number (Business)

Accountholder and Authorized Person(s) agree to notify Morgan promptly in writing if different phone number(s) are to be used.

SCAN

SPN # _____
 ACCT # _____
 Doc ID # _____
 Effective Date: _____