



MASTER SIGNATURE CARD AGREEMENT

This Master Signature Card Agreement is entered into as of _____, by and between the undersigned company ("Company") and Capital One, N.A., ("Bank"). Company desires that a single signature card apply to all accounts opened in accordance with this Agreement. Bank is willing to accept this arrangement, subject to the terms and conditions hereinafter set forth. Now, therefore, the parties agree as follows:

1. The signature card attached hereto as Exhibit "A," including all its terms and conditions (the "Master Signature Card"), applies to the specific deposit accounts which have their account number(s) set forth on Exhibit "E" to this Agreement, as well as to each deposit account hereafter opened by Company with Bank pursuant to the account opening procedure set forth in this Agreement (each a "Master Signature Account"). If a Master Signature Account is opened under the Tax Identification Number (TIN) of a related entity, the Company will provide to Bank a fully-executed W-9 form certifying the Tax Identification Number for such entity.

Each signatory listed on the Master Signature Card will be a signatory for each Master Signature Account, except to the extent any change in signatories is made to the Master Signature Card Pursuant to this agreement, in which case each such change will apply to all Master Signature Accounts. Each Master Signature Account will also be governed by Bank's Rules Governing Deposit Accounts - in effect from time to time ("Rules Governing"), and, to the extent that Company uses any of Bank's treasury management services in connection with such account, by Bank's Master Agreement for Treasury Management Services, and the applicable Addendums thereto.

2. Company may open new Master Signature Accounts under the Master Signature Card by executing and delivering to Bank a Master Signature Account Opening Notice (an "Opening Notice") substantially in the form attached hereto as Exhibit "C."
3. All representations, warranties and certifications, including the Tax Information Certification, set forth in the Master Signature Card or the Rules Governing will be deemed reaffirmed and ratified in full, as of the date of Company's delivery of each new Opening Notice, as if such representations, warranties and certifications had been given by Company on a new signature card.
4. Company may close Master Signature Accounts under the Master Signature Card by executing and delivering to Bank a Master Signature Account Closing Notice (a "Closing Notice") substantially in the form attached hereto as Exhibit "D." Each Closing Notice shall specify, among other things, the account number of the Master Signature Account(s) being closed.

5. Bank shall add or subtract Master Signature Accounts from coverage under this Agreement to the extent it receives Opening Notices or Closing Notices from Company, from time to time. In this regard, Company agrees that Bank's records of Master Signature Accounts opened and closed (current Exhibit "E") will be conclusively deemed to be correct absent manifest error. Any ambiguity shall be resolved in favor of Bank.
6. This Agreement and the Master Signature Card may not be modified or amended, or any provision thereof waived, except in a writing signed by both parties to this Agreement.

Agreed To and Accepted By:
(Capital One, N.A)

By: _____

Name: _____

Title: _____

Agreed To and Accepted By:
(Company)

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Capital One, N.A. Commercial New Account Information Card

Date: _____ Business Name: _____

Ownership: _____ Address: _____

_____ Zip: _____ City/State: _____ Country USA

Product/Type _____ Phone: _____

Region/Branch/Dept: _____ Individual Opening Acct: _____

_____ ST/LIC# _____ Issue Date: _____ Additional Identification: _____

OFF# Sales# Ref# _____ SSN: _____ DOB: _____

Cost Center: _____ Position with Company: _____

Opened by: _____ STMT ADDR: Same as above

_____ Zip: _____ City/ST: _____

User ID: _____ Opening Dep: _____ Source of Funds: _____

Approval: _____

<p>See the list of Authorized signers attached to this signature card as Schedule 1 or Addendum to Schedule 1, hereby incorporated in this signature card by this reference as if fully forth herein.</p>	<p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial Institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, DOB and other information that will allow us to identify you. We may also ask to see your Driver's License and other identifying documents.</p>
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THE WORD "OWNER" REFERS TO THE COMMERCIAL ENTITIY NAMED ABOVE.

OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THE BANK'S "RULES GOVERNING DEPOSIT ACCOUNTS," DEPOSIT AVAILABILITY POLICY AND ALL DISCLOSURES ASSOCIATED WITH THE TRUTH IN SAVINGS ACT AND REGULATION DD AND AGREES TO THE TERMS AND CONDITIONS OF THIS ACCOUNT AS DESCRIBED IN SAID DISCLOSURES, INCLUDING ANY AND ALL AMENDMENTS THERETO.

Customer Signature _____

TAX IDENTIFICATION NUMBER TO BE USED FOR REPORTING:

TAXPAYER IDENTIFICATION NUMBER/BACKUP WITHHOLDING CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person (defined in the instructions).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Customer Signature _____



Authorized Signers effective as of _____
Schedule "1"

SIGNER: 1		FACSIMILE <input type="checkbox"/>	INSTRUCTIONS FOR SIGNATURE CARD DEPT. ONLY
PRINT NAME	<input type="checkbox"/> ADD		
PRINT TITLE	<input type="checkbox"/> DELETE <input type="checkbox"/> RETAIN		
SIGNER: 2		FACSIMILE <input type="checkbox"/>	INSTRUCTIONS FOR SIGNATURE CARD DEPT. ONLY
PRINT NAME	<input type="checkbox"/> ADD		
PRINT TITLE	<input type="checkbox"/> DELETE <input type="checkbox"/> RETAIN		
SIGNER: 3		FACSIMILE <input type="checkbox"/>	INSTRUCTIONS FOR SIGNATURE CARD DEPT. ONLY
PRINT NAME	<input type="checkbox"/> ADD		
PRINT TITLE	<input type="checkbox"/> DELETE <input type="checkbox"/> RETAIN		
SIGNER: 4		FACSIMILE <input type="checkbox"/>	INSTRUCTIONS FOR SIGNATURE CARD DEPT. ONLY
PRINT NAME	<input type="checkbox"/> ADD		
PRINT TITLE	<input type="checkbox"/> DELETE <input type="checkbox"/> RETAIN		
SIGNER: 5		FACSIMILE <input type="checkbox"/>	INSTRUCTIONS FOR SIGNATURE CARD DEPT. ONLY
PRINT NAME	<input type="checkbox"/> ADD		
PRINT TITLE	<input type="checkbox"/> DELETE <input type="checkbox"/> RETAIN		

*The Add/Delete/Retain boxes are intended only for sending instructions to the Signature Card Department; they are not to be used for conveying information between the Bank and the Client.



EXHIBIT "C" PAGE 1

MASTER SIGNATURE ACCOUNT OPENING NOTICE

[Date]

Capital One, N.A.

[Bank Address]

Dear _____

This notice, submitted in accordance with the Master Signature Card Agreement dated _____ (the "Master Agreement") between Capital One N.A. ("Bank") and _____ ("Company"), serves as Bank's authorization to open the following account (the "Account") effective as of the date of this notice. If multiple accounts with identical products/services are being opened, Company has indicated "See Attached List" on the Account Holder line below and affixed a signed, dated document with the following 7 lines of information for each account:

Account Holder ("Client"): _____
Account Name & Styling: _____

Address: _____

City, State, Zip: _____

Taxpayer Identification Number: _____

Type of Corporation: _____

State of Incorporation: _____



EXHIBIT "C" PAGE 2

MASTER SIGNATURE ACCOUNT OPENING NOTICE

Interest Bearing Account: Yes No

Statement Cut Off: EOM or Specify Date: _____

Add New Account to Treasury Optimizer: Yes No

Remote Deposit Yes No

CD ROM Yes No

Positive Pay Yes No

Returned Item Viewer Yes No

ACH Yes No

ARP Yes No

Other _____ Yes No

Treasury Optimizer Company ID: _____

Return Deposit Items to be sent to:

Attn: _____

Address: _____

City, State, Zip: _____

The undersigned Company further understands and agrees, on behalf of Client, that the Account will be subject to the terms and conditions of the Master Agreement, as well as the "Commercial New Account Information Card (Signature Card)" attached to the Master Agreement as Exhibit "A."

Very truly yours,

Company

By: _____
Signature of Authorized Representative

Title: _____

Please note a properly executed IRS W-9, must be completed for each child entity

EXHIBIT "D"

MASTER SIGNATURE ACCOUNT CLOSING NOTICE

[Date]

Capital One

[Address]

Attention: _____ [Relationship Manager]

Dear _____:

This notice, submitted in accordance with the Master Signature Card Agreement dated _____, between Capital One N.A. ("Bank") and _____ ("Company") serves as Bank's authorization to close the following account (the "Account") of Company's client ("Client") effective as of the date of this notice. For multiple accounts, the Company has attached a list of accounts with the following information:

Accountholder ("Client"): _____
Account Number: _____
Taxpayer Identification Number: _____

Remove this account from the following Treasury Management Services;

- | | |
|---|--|
| <input type="checkbox"/> Remote Deposit | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> CD ROM | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> Positive Pay | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> Returned Item Viewer | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> ACH | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> ARP | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <input type="checkbox"/> Other _____ | Yes <input type="checkbox"/> No <input type="checkbox"/> |

Very truly yours,

Company

By: _____
Signature of Authorized Representative

Title: _____



DEPOSIT ACCOUNT RESOLUTION AND AUTHORIZATION FOR BUSINESS ENTITIES

I. Business Entity Account Information

Legal Entity or Sole Proprietor Name: **ALL OF THE ENTITIES SHOWN ON ATTACHED EXHIBIT A, MADE A PART HEREOF** (the "Companies")

Doing Business As (DBA) / Assumed Name / Trading-As Name (if applicable) _____ N/A _____

Check one: New Resolution Replacement Resolution

Note: This Banking Resolution will apply to all accounts that the Company maintains with Capital One, N.A.

Business Entity Type (Check one):

- Sole Proprietorship Limited Liability Company Unincorporated Association
 Corporation General Partnership Limited Liability Partnership
 Limited Partnership Professional Corporation or Association
 Other (Government Banking, Financial Institution, Campaign accounts, etc.), Describe here:

II. Authority to Act

The undersigned does hereby certify that the following resolutions are a true and correct copy of the resolutions duly adopted by each Company at a meeting duly called and held, and that said resolutions are maintained in the Company's minute book or official records, as applicable, and that said resolutions have not been rescinded or modified and are in full force and effect. The undersigned acknowledges and understands that such resolutions will be relied upon by Capital One, N.A. in respect to the matters herein set forth.

RESOLVED:

1. That Capital One, N.A., (hereinafter referred to as the "Bank") is hereby designated as an authorized depository of the Company.

That the person(s) and/or officer(s) set forth in Section III is/are hereby authorized, on behalf of and in the name of each Company identified on Attached Exhibit "A", (i) to enter into depository contracts and to open and maintain depository accounts with the Bank, including checking, savings, certificates of deposit, cash management, or other treasury management services agreements; (ii) to sign checks, drafts, instruments, and/or other orders for the payment of money from the Company accounts, to endorse checks, instruments and orders payable, owned or held by the Company, to waive presentment, demand, protest and notice of protest or dishonor of any checks, instruments, drafts, or other evidences of indebtedness made, drawn or endorsed by the Company, and to otherwise deal with the Bank in connection with the foregoing activities; (iii) to make book transfers, wire or electronic transfers, and night deposits; (iv) to make withdrawals at any time from any account(s) by any means authorized by the Bank, including (without limitation) by debit card, credit card, or using a terminal or other device or facility that provides access to such funds or account(s); (v) to request and receive information on said accounts; (vi) to execute any and all documents necessary for these purposes, and the Bank may honor and charge to the accounts of the Company any instruments for the payment of money from said accounts executed by such person(s).

2. Each Company and each Authorized Signer agree to be bound by the Bank's Rules Governing Deposit Accounts and Electronic Funds Transfer Agreement and all other rules, regulations, conditions, limitations and agreements contained in any New Account Information Card, deposit ticket, check book, statement of account, receipt, instrument, disclosures or other agreement received by this Company from the Bank or delivered to the Bank by this Company, all as now existing or as amended from time to time, with the same effect as if each and every term thereof were set forth in full herein and made part hereof.

3. That the Bank is hereby authorized to rely, and will at all times be fully protected in its reliance, upon these resolutions and upon the authority of the person(s) designated herein, and that the Resolutions contained herein and the authority thereby conferred shall remain in full force and effect until revoked or modified by written notice certified by the appropriate authorized individual(s) applicable to each Company, and shall be deemed effective only if sent to and actually received at the branch, division or department of the Bank conducting the transaction hereunder and the Bank has had a reasonable time to act on said revocation or modification. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, losses, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions (including pursuant to any delegation of authority in accordance herewith) or refusing to honor any signature not so certified or authorized. Any notice to the Parent Company, identified below, shall be deemed sufficient if sent to the last known address of the Parent Company appearing on the records of the Bank and shall be deemed sufficient to provide notice to each Company identified on Exhibit "A."
4. That the Bank is hereby authorized to honor any withdrawal items without inquiry or investigation as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing officer or other person in payment of his individual obligation.
5. That the Bank is hereby authorized and directed to honor and to treat as authorized any order of payment purportedly drawn in each Company's name, when bearing or purporting to bear the facsimile signature of an authorized signer as designated below, regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank, or if such facsimile signature previously affixed to any check, draft, or other order drawn in each Company's name, which was accepted and paid without timely objection by each Company, thereby ratifying the use of such facsimile signature, and each Company hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature.
6. In the event the Bank, for any reason, is uncertain as to the continuing effectiveness of the authority conferred by this Resolution or any authorization, the Bank may refrain from taking action until such time as it is satisfied as to its authority. Each Company agrees to indemnify and hold harmless the Bank and its directors, officers, and employees from any claims, actions, losses, damages, costs, and expenses, including attorney's fees and costs through all appeals, of any nature, incurred by refraining from taking such action.
7. That in the event of any litigation in which the Bank and any Company are adverse parties, the right to a trial by jury and to interpose any defense based upon any Statute of Limitations or any claim of laches (i.e., unreasonable delay) and any setoff or counterclaim of any nature or description, is hereby waived by each Company.
8. That the undersigned is hereby authorized and directed to certify to the Bank, the foregoing Resolutions, the names of the officers and other representatives and specimens of their respective signatures as reflected on the New Account Information Card or similar document; and that the Bank may conclusively assume that persons at any time certified to it to be officers or other representatives of each Company continue as such until receipt by the Bank of written notice to the contrary. The Bank shall be fully protected in relying on those certifications and each Company agrees to and does hereby indemnify and hold harmless the Bank and its directors, officers, and employees for any claims, actions, losses, damages, costs and expenses, including attorney's fees and costs through all appeals, of any nature, in honoring any signature so certified or refusing to honor any signature not so certified.
9. That each of the foregoing resolutions are in conformity with the governing documents of each Company and will be relied upon by the Bank in respect of the matters therein set forth and that there is no provision in the governing documents of any Company limiting the power of the Board of Directors/Members/Partners, *et al.*, as applicable to pass the foregoing resolutions.
10. That all transactions by any member, manager, officer, partner, or employee of each Company in its name with the Bank prior to the delivery of a signed copy of the foregoing resolutions are, in all respects, hereby ratified, confirmed, approved and adopted.

III. Authorized Signers

The full name and title of each person authorized to act as described in the resolutions set forth above are immediately below.

[Instruction: If the General Partner, Member, or Manager is a business entity (e.g., a Company, LLC, partnership), both the name of the entity and the name of the individual signing on behalf of that entity is entered in the column headed "Name." The applicable title of the General Partner, Member, or Manager and that individual's title or position is entered in the column headed "Title."

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If more than one signature is required to sign checks, the number of signatures required shall be reflected on the New Account Information Card. Any one of the above listed persons can always make book transfers, make online banking transfers and request and receive information on said accounts.

IV. Certifications

The undersigned hereby certifies to Capital One, N.A. that the Company is organized, existing, and in good standing under the laws of the state in which it was formed, has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law. I further certify that all required signatures as outlined below are present on this document.

I agree and acknowledge that no handwritten deletions additions or amendments to either this document or any related account opening document, including but not limited to any related New Account Information Card or document intended to have equivalent effect or to the Deposit Agreement, shall be affective or binding on Bank. I further agree and acknowledge that no internal Company governance document shall be binding on Bank, whether or not provided to Bank, unless expressly accepted and approved in writing by Bank.

To help fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account, including the Company and all Authorized Signers.

The following signatures are required to complete and certify this Deposit Account Resolution and Authorization for Business Entities:

- **Sole Proprietorships:** The proprietor (owner).
- **Corporations:** The President, Secretary or Assistant Secretary.
- **Limited Liability Companies:** All Members or Managers, unless the Operating Agreement authorizes one or more Members or Managers to conduct banking business.
- **Unincorporated Organizations or Associations:** An Officer of the organization who is authorized by the Bylaws or Operating Agreement of the Company to conduct banking business.
- **General Partnerships and Limited Partnerships:** All General Partners, unless the Partnership Agreement designates one or more partners to conduct banking business.
- **Limited Liability Partnerships:** All Partners unless the Company has designated one or more Managing Partners.
- **Professional Corporations, Professional Service Corporations & Associations:** An Officer of the organization who is authorized by the Bylaws or Operating Agreement of the Company to conduct banking business.
- **Government Banking Entities:** The individual(s) authorized to sign on behalf of the Government Banking Entity as designated by the governing unit, e.g., Board of County Commissioners, Mayor, Secretary of State, *et al.* to conduct banking business.

Name	Title	Signature
_____	_____	_____

(Corporate Seal, if available)

Witness
 By: _____ Date: _____
 Bank Representative Name Bank Representative Signature

COMPLETE THE SECTION BELOW FOR SIGNATURES NOT OBTAINED IN THE PRESENCE OF A BANK REPRESENTATIVE (Add pages for multiple notarized signatures)

Name	Title	Signature
_____	_____	_____

STATE OF _____ COUNTY/PARISH OF _____

Sworn to before me this ____ day of _____, ____.

 Notary Public

