

LIMITED LIABILITY COMPANY LETTER AND SECURITY AGREEMENT

Date: _____

We the undersigned Managers and Members of _____
(the "Company")

located at _____

HEREBY CERTIFY that the Company, a Limited Liability Company formed pursuant to _____
(state of formation)

Law, is composed of the following Members: _____
and the following Manager: _____.

To induce you in your discretion to act and rely hereon and on the signature of any of the designated present or future Managers, Members, employees or agents of the Company ("Authorized Person(s)"), we agree and certify on behalf of the Company as follows:

1. JPMorgan Chase Bank, N.A. (the "Bank") is hereby designated as depository of the Company, and any Authorized Person is authorized to deposit or designate for deposit any funds of the Company in the Bank at any of its branches. The Bank may at any time refuse to accept and/or may return by ordinary mail or otherwise the whole or any part of a deposit.
2. The following duly appointed Authorized Person(s) _____
_____ signing _____
(For purposes of signing items, indicate e.g., singly, any two, etc.)

and their successors and any other person hereinafter authorized by any means to sign on behalf of the Company are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer-generated signature(s)), checks, drafts, notes, acceptances and other instruments (hereinafter each collectively referred to as "Item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (i) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of the Company printed on the DTC; or (3) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal of funds by wire or otherwise or of money, credits, Items or property at any time held by the Bank for account of the Company ("Instructions").

3. The Bank is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer-generated signature(s)) if the actual or purported facsimile signature(s), regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Company and other orders, DTCs, the ACHs and Instructions given singly by any Authorized Person. The Bank is further authorized to honor and pay the foregoing Items, orders, DTCs, ACHs, and Instructions, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Manager or Member or employee individually, without inquiry as to the circumstances of the issue or the disposition of the proceeds thereof and without limit as to amount.
4. The Bank is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name or account number of the Company without inquiry as to the circumstances of the endorsement or the lack of endorsement or the disposition of the proceeds.
5. Any one of the Authorized Person(s) of the Company are hereby authorized to secure from the Bank one or more Chase Business Banking Card(s) (the "Card(s)") on behalf of the Company which may be used by any cardholder named by such Authorized Person(s) to initiate electronic fund transactions as described in the Chase Business Banking Card agreement (the "Agreement") with respect to any and all such accounts of the Company as the Company or such Authorized Person(s) may designate, including, without limitation, transfers from business credit line accounts. Such Authorized Person(s) be, and each of them hereby is, further authorized to execute and deliver in the name and on behalf of this Company an Agreement and supporting documentation governing the issuance and use of such Cards with such changes, if any, as the Authorized Person(s) executing the same shall approve, and to otherwise conduct any business whatsoever relative to the account(s) and Card(s) as may be necessary or advisable in order to carry out the full intent and purposes of said Agreement and of this letter and agreement.

6. That the following Authorized Persons _____
(Indicate by name those authorized to effect Loans, Advances, etc.)
- of the Company, signing _____
(Indicate how notes, etc. are to be signed, e.g., singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for the Company from the Bank (and guarantee on behalf of the Company the obligations of others to the Bank), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of the Company, applications for letters of credit, instruments of guaranty and indemnity and any agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, the Company or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by the Company, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, the Bank commercial paper, bills receivable, accounts receivable, stocks, bonds or any other securities or property at any time held by the Company, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to the Bank and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to the Company and at any time in the hands of the Bank, whether as collateral or otherwise; and to execute and deliver such other agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by the Bank in connection with any of the foregoing and the Bank is hereby authorized to honor, accept and execute any of the transactions described above.

7. That all loans, discounts and advances heretofore obtained on behalf of the Company and all notes and other obligations or evidences thereof (the foregoing being referred to as "Obligations") of the Company held by the Bank are hereby approved, ratified and confirmed.
8. The Company does hereby give to the Bank a continuing lien for the amount of any and all liabilities and obligations of the Company to the Bank and claims of every nature and description of the Bank against the Company, whether now existing or hereafter incurred, originally contracted with the Bank and/or with another or others and now or hereafter owing to or acquired in any manner by the Bank, whether contracted by the Company alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively called "Obligations") upon any and all monies, securities and any and all other property of the Company and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from the Bank, its correspondents or agents from or for the Company, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of the Bank in any way.
9. In case of conflicting claims or disputes, or doubt on the Bank's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained, the Bank may, but need not recognize nor give any effect to any notice from any Manager or Member of the Company, or from any other person, purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless the Bank is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.
10. The Company agrees to be bound by the Terms and Conditions for Business Accounts and Services as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to the Company from the Bank and by all notices posted at the office of the Bank at which the account of the Company is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.
11. All the foregoing authorities shall remain in full force and effect until revoked or limited by written notice to the Bank provided that such notice shall not be effective with respect to any exercise of said authorities until the Bank shall have had a reasonable opportunity to act thereon and in no event prior to the receipt or the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to the Bank after receipt of such notice and the Bank is hereby authorized at all times to rely upon the last notice, certification or communication received by it as to the persons who from time to time

may be signatories of the Company, or as to their respective specimen signatures and/or as to any other Company matters, and the Bank shall be held harmless in such reliance.

- 12. The Managers and Members of the Company, and Authorized Persons, or any one or more of them, are hereby authorized to act for the Company in all other matters and transactions relating to any of its business with the Bank, including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.
- 13. The Company hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among Members of the Company, or between the Company and other parties.
- 14. The Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring this Agreement.
- 15. The signatures below are the signatures of the Managers, Members and Authorized Persons.

Very truly yours,

Name of Company

Address

By: _____

residing at _____

Title: _____
(Manager, Member or Authorized Person)

By: _____

residing at _____

Title: _____
(Manager, Member or Authorized Person)
