

MASTER INDEMNITY AGREEMENT FOR INSTRUCTIONS
(the "Agreement")

The undersigned (hereinafter the "Customer") authorizes **STERLING NATIONAL BANK** (hereinafter the "Bank") to accept all instructions, orders or other information which the Customer or any individual purporting to act on behalf of the Customer shall communicate to the Bank by facsimile, by an original, signed writing, or electronic ("e-mail") means (collectively, the "Instructions" and individually, an "Instruction").

1. This Agreement shall apply to all such Instructions for the purchase or sale of securities, transfers of funds or securities to third parties, requesting loans, advances, letters of credit, or any other Instructions given by or on behalf of the Customer in its name or any code name or by any person who presents himself or herself as an agent or representative of the Customer, without waiting for receipt of any written confirmation and without such confirmation being necessary. This Agreement shall also apply to all Instructions sent to the Bank concerning letters of credit, documentary collections, and acceptances, including, but not limited to, all authorizations for the payment of sight or time drafts, for the payment of a collection item, for the acceptance of a time draft, for waiving discrepancies with respect to any letter of credit, and requests for the issuance of steamship guarantees and air releases. The Customer hereby indemnifies and agrees to hold the Bank harmless from all liabilities, costs, claims, expenses, and damages arising from the Bank's acceptance of, and taking action upon, any such Instruction.

2. It is further agreed that the Bank shall have no duty to compare any confirmation it may receive of a previously given Instruction against the original, signed Instruction which may ultimately be received by the Bank.

3. From time to time the Customer may choose to give the Bank Instructions by electronic means ("e-mail") to invest funds for certain periods of time and at certain rates, to book a loan, advance or other type of credit facility, to request a letter of credit, or to take some other action *other than* to withdraw or transfer funds from an account at the Bank (which withdrawals/funds transfers require Instructions by facsimile or by an original writing). The Customer authorizes the Bank to accept such verbal/electronic Instructions without further inquiry. Nothing in this Agreement shall prevent the Bank from acting in reliance on such verbal/electronic Instructions; provided, however, that the Bank shall not transfer funds outside of the Bank unless, and until, it has received an Instruction by facsimile transmission or by an original, signed writing which conforms to the terms and conditions of this Agreement. Should the Customer fail to send such an Instruction to the Bank, the Customer shall be fully responsible to the Bank for all costs, expenses, interest charges, penalties, and/or deposit breakage costs actually incurred by the Bank in acting in reliance on the Customer's verbal/electronic Instructions.

4. The Customer has specified the names and titles of those persons authorized to (i) send Instructions to the Bank and (ii) to give verbal or electronic Instructions in accordance with Section 3., above. Each of the authorized persons, acting alone, whose specimen signatures and titles are appended hereto on Schedule A, is authorized to (i) give Instructions to the Bank in the name of the Customer by way of facsimile transmission or an original, signed writing concerning all manner of banking transactions including, and not limited to, all manner of funds transfers, applications for a letter of credit, applications for modification of a letter of credit, acceptance of irregularities and all other matters relating to such letters of credit, including transfers of funds pertaining thereto and (ii) to give verbal or electronic Instructions in accordance with Section 3., above.

5. The Customer acknowledges and agrees that no "Security Procedure", as that term is defined in Article 4-A of the New York Uniform Commercial Code, has been designed or implemented to verify the authenticity of any Instruction transmitted to the Bank. Accordingly, the Customer shall bear full responsibility for all Instructions received by the Bank.

6. The Customer agrees without any reservation or restriction to execution by the Bank of the Instructions transmitted to it as such Instructions are understood by the Bank.

7. Moreover, the Customer is fully aware of the risks involved in using the means of communication specified above, particularly the risks that may result from an error or a misunderstanding or from misuse of means of identification supplied to the Bank, as well as of the risks of alteration or forgery of documents transmitted. The Customer shall be solely responsible for all the consequences that may result from the acceptance by the Bank of any Instructions, and the Bank shall have no liability or responsibility for the genuineness, authenticity, validity, accuracy, or other quality of any

Instructions received by the Bank which the Bank in good faith believes to have been given by or on behalf of the Customer.

8. The Bank may, without being under any obligation of any nature to do so, request from any individual purporting to act on behalf of the Customer all evidence which the Bank deems necessary or appropriate to assure the Bank of his or her identity. The Bank shall not incur any liability by refusing to execute Instructions given by a person whose identity it deems to have been insufficiently established or given by a facsimile transmission or verbal/electronic means, the authenticity of which it has been unable to establish or about which it has any other concerns in its sole discretion. The Customer shall, to the maximum extent permitted by law, indemnify and hold harmless the Bank from and against all claims, losses, liabilities, costs, and expenses (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the Bank acting or omitting to act as permitted hereby.

9. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND MAY ONLY BE TERMINATED BY A WRITTEN AGREEMENT SIGNED BY THE BANK AND THE CUSTOMER.

10. The rights of the Bank and the duties, liabilities and obligations of the Customer hereunder are in addition to and not in limitation of those set forth in any other agreement or arising at law.

For, and on behalf of, the Customer: _____.

By: _____
Name/Title:
Date:

By: _____
Name/Title:
Date:

SCHEDULE A

TO MASTER INDEMNITY AGREEMENT FOR INSTRUCTIONS BETWEEN CUSTOMER AND STERLING NATIONAL BANK

The Customer hereby authorizes the following persons to sign and deliver to the Bank Instructions (via facsimile transmission or via manually signed letter) pursuant to the terms and conditions of the above-referenced Agreement. Each such person is authorized to act alone unless otherwise specified and is also authorized to give electronic Instructions as contemplated in Section 3. of the Agreement.

<u>Name of Person</u> (typed)	<u>Title</u>	<u>Specimen Signature</u>
1.		_____
2.		_____
3.		_____
4.		_____
5.		_____
6.		_____