PARTNERSHIP LETTER AND SECURITY AGREEMENT

Date:_______________

We the undersigned General Partners of ____________________________ (the "Firm") located at ____________________________

HEREBY CERTIFY to JPMorgan Chase Bank, N.A. that our Firm is composed of the following General Partner(s):

and the following Limited Partners (if a Limited Partnership): ____________________________.

To induce JPMorgan Chase Bank, N.A. and its subsidiaries and affiliates (each being hereinafter referred to as "Bank") in its discretion to open a bank account(s) for the Firm and to act and rely hereon and on the signature and action of any of the present or future General Partners or other Authorized Persons, as defined below, or those hereinafter authorized by any means, we agree individually and on behalf of the Firm, as follows:

1. In case there shall at any time or times occur any changes in personnel of Firm or any successor firm or any dissolution or termination of Firm or any successor firm, whether by expiration of any partnership agreement, by death or resignation or any partner, or otherwise, each of us individually and our respective heirs, executors, administrators and legal representatives and Firm as well as any successor firm shall be and remain liable for all obligations of Firm or any predecessor of successor firm, notwithstanding any alterations in the terms of any obligations or any renewal thereof, and notwithstanding your recognition or acceptance of any firm as successor or any course of dealing with any successor firm.

2. Notwithstanding any such change in personnel or any such dissolution or termination, or any modification or termination of the power or authority of any present or future partner or agent of Firm or any successor firm, each of us individually, and our respective heirs, executors, administrators and legal representatives, and Firm, as well as any successor firm, shall be and remain bound by and liable for all action taken by any such partner or agent prior to your receipt of written notice, signed by one of the General Partners, advising you of such change, dissolution, termination or modification; and shall indemnify you against loss, liability and expense arising from any reliance by you on any such action; provided, however, that the termination of the authority of any partner or agent shall not limit or restrict the authority of any other partner or agent.

3. The following duly appointed Authorized Person(s) ________________ (Indicate persons authorized)

of Firm, 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 Firm ("Authorized Person(s)") 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 Firm 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, computer or other electronic means, or otherwise, or of money, credits, Items or property at any time held by the Bank for account of the Firm ("Instructions").

4. 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, resemble(s) the specimens filed with the Bank by the Firm and other
orders, DTCs, ACHs and Instructions given singly by any Authorized Person. The Bank is further authorized to honor and pay such 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 partner 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.

5. 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 of the Firm without inquiry as to the circumstances of the endorsement or the lack of endorsement or the disposition of the proceeds.

6. Any one of the Authorized Person(s) of the Firm are hereby authorized to secure from the Bank one or more Chase Business Banking Card(s) (the "Card(s)") on behalf of the Firm 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 Firm as the Firm 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 Firm 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.

7. It is expressly agreed that, as to any services provided to Firm pursuant to Card, any individual authorized to use the Card shall be able to use Card alone and may exercise all of the rights and privileges of Firm with regard to any account linked to Card. Firm irrevocably agrees to such use.

8. That the following Authorized Persons of the Firm, signing ________________________________________________________________________________________ (Indicate account numbers to be accessed by Card)

   (Indicate name those General Partners authorized to effect Loans, Advances, etc.)

   (Indicate by name those General Partners authorized to effect Loans, Advances, etc.)

   (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 Firm from the Bank (and guarantee on behalf of the Firm 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 Firm, 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 Firm 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 Firm, 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 Firm, 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 Firm 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.

9. That all loans, discounts and advances heretofore obtained on behalf of the Firm and all notes and other obligations or evidences thereof of the Firm held by the Bank, are hereby approved, ratified and confirmed.

10. Each of the General Partners of the Firm shall be severally and personally liable for any and all liabilities and obligations of the Firm to Bank and claims of every nature and description of Bank against Firm, whether now existing or hereafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to acquired in any manner by Bank, whether contracted by Firm alone or jointly and severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are collectively called "Obligations"). Firm and each of the General Partners of the Firm do hereby give a continuing lien for the amount of all such Obligations upon any and all moneys, securities and
any and all other property of Firm and each of said General Partners and that 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 Firm and each of said General Partners, whether for safekeeping custody, pledge, transmission, collection or otherwise coming into possession of Bank in any way, or placed in any safe deposit box leased by Bank to Firm or any member thereof. Bank shall also have a right of set-off for the amount of the Obligations, and Bank may at any time or times and without notice apply Firm’s deposits (general or special), Firm’s credits with Bank, or Firm’s claims against Bank, or any parts thereof, to such Obligations and in such amounts as Bank may elect, although said Obligations may be contingent or unmatured and whether any collateral thereof is deemed adequate or not.

11. 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 General Partner or Authorized Person of the Firm, 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.

12. The Firm 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 Firm from the Bank and by all notices posted at the office of the Bank at which the account of the Firm 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.

13. 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 Firm, or as to their respective specimen signatures and/or as to any other Firm, matters, and the Bank shall be held harmless in such reliance.

14. The General Partners of the Firm, or any one or more of them, are hereby authorized to act for the Firm 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 provisions.

15. The Firm hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among members of the Firm, or between the Firm and other parties.

16. The Bank is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from any acts taken or omitted by Bank pursuant to or in reliance upon the authorities and agreements contained herein.

17. The word “Firm” as used in this Agreement, shall include not only the Firm but also the members thereof individually.

18. The following are the authentic signatures of the signatories of Firm named in paragraph “3” above who are NOT partners thereof.

________________________
Authorized Person

________________________
Authorized Person
19. The signatures below are the authentic signatures of the General Partners.

Very truly yours,

______________________________
Name of Firm

______________________________
Address

By: __________________________
    General Partner
    residing at __________________________

By: __________________________
    General Partner
    residing at __________________________

By: __________________________
    General Partner
    residing at __________________________

By: __________________________
    General Partner
    residing at __________________________