

**The Morgan Account  
Limited Liability Company Resolutions**



MORGAN USE ONLY

U5732 11/02

Title NES, LLC

SPN

Primary CAS

BROKERAGE (CONT.)	<p>7. RESOLVED, that except as otherwise provided by a written agreement between the Company and Morgan, that each of those individuals identified in the resolution numbered two, acting in the manner specified therein, are authorized to give instructions to Morgan in writing or by telephone, facsimile transmission, telegram, teletype, electronic means, or otherwise, with respect to the transactions authorized by the resolution numbered six, including (without limitation) instructions to pay, deliver or transfer property or cash of the Company to any third party whatsoever;</p> <p>8. RESOLVED, that Morgan is hereby authorized to instruct any of its affiliates to pay to it funds from accounts of the Company and for to release securities of the Company held by such affiliate in connection with any transactions authorized by the resolutions numbered six and seven;</p>									
CREDIT	<p>9. RESOLVED, that those individuals identified in resolution numbered two, acting in the manner specified therein, are authorized in the name of and on behalf of the Company: to borrow from time to time, on behalf of the Company, from Morgan sums of money, for periods of time and upon terms as may to them in their discretion seem advisable; to execute in the name and on behalf of the Company notes or other obligations of the Company to evidence borrowings; to enter into agreements, in the name and on behalf of the Company with Morgan with respect to borrowings; to discount with Morgan any bills or notes receivable held by the Company upon such terms as they may deem proper, with full authority to endorse the same in the name of the corporation; to apply for and obtain from Morgan letters of credit and to execute applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, all guarantees, indemnity agreements and other undertakings on behalf of the Company; and to pledge any of the assets or property of the Company, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or person; to endorse said securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof;</p>									
GENERAL	<p><input checked="" type="checkbox"/> 10. RESOLVED, that except as otherwise provided by any agreement between the Company and Morgan, Morgan shall have no liability with respect to any action taken or omitted to be taken by it in accordance with any direction, instruction request or order whether given orally or otherwise, which Morgan believes in good faith to have been given or made to it by a duly authorized officer, agent or employee ("Authorized Person") of the Company even if payment or delivery of securities or other property is made to the order of or is credited to any Authorized Person or in respect of an Authorized Person's obligation, or creates a loan by Morgan to the Company; that those individuals identified in the resolution numbered two, acting in the manner specified therein, are authorized to delegate the authority granted under the foregoing resolutions to any other person by written appointment submitted to Morgan and any such appointment shall remain in full force and effect until Morgan shall receive written notice to the contrary from the Company; that any transactions of the type authorized by the preceding resolutions which have been taken are hereby in all respects approved, confirmed and ratified, and that any resolution certified to Morgan by the Secretary, Assistant Secretary or other duly appointed officer of the Company shall remain in full force and effect until Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it.</p> <p>Any persons authorized to act by the preceding resolutions may utilize the website provided by Morgan (the "Site") via the Internet 24 hours a day, seven days a week to act in the manner indicated in this resolution provided the functionality is available via the Site. Transactions requiring more than one signature to complete will not be available via the Site. Site usage by any authorized person is subject to the website agreements and disclosures available on the website, or via hard copy at your request.</p> <p><b>THE FOLLOWING CERTIFICATE OF INCUMBENCY IS TO BE COMPLETED WHEN THE PRECEDING RESOLUTIONS IDENTIFY AUTHORIZED SIGNATORIES BY TITLE ONLY.</b></p> <p><i>I also certify that the following are officers of this Company, elected or appointed until their successors are elected or appointed and that you shall be entitled to rely upon their continued incumbency until you have been furnished with a duly certified notice to the contrary.</i></p> <table border="0"> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> </table> <p>I further certify that this Company is duly organized and existing and has the power and authority to take the actions contemplated by the foregoing resolutions.</p>	Print Name	Title	Date	Print Name	Title	Date	Print Name	Title	Date
Print Name	Title	Date								
Print Name	Title	Date								
Print Name	Title	Date								
SIGN HERE	<p>IN WITNESS WHEREOF, I have hereunto set my hand as Secretary (or other duly authorized officer) of this Company</p> <p>This <u>4</u> day of <u>April</u>, 200<u>9</u>.</p> <p>Secretary </p>									