

**The Morgan Account
Corporate/Other Organization Resolutions**



MORGAN USE ONLY	US150 02/03
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BROKERAGE (CONT.)	<p>6. RESOLVED, that except as otherwise provided by a written agreement between the Organization and Morgan, that each of those individuals identified above, acting in the manner specified therein, is hereby 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 five, including (without limitation) instructions to pay, deliver or transfer property or cash of the Organization to any third party whatsoever;</p> <p>7. RESOLVED, that Morgan is hereby authorized to instruct any of its affiliates or subsidiaries to pay to it funds from accounts of the Organization and/or to release securities of the Organization held by such affiliate or subsidiary in connection with any instructions authorized by the resolutions numbered six and seven;</p>																								
CREDIT	<p>8. RESOLVED, that those individuals identified above, acting in the manner specified therein, are authorized in the name and on behalf of the Organization, to borrow from time to time, on behalf of the Organization, 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 Organization notes or other obligations of the Organization to evidence borrowings; to enter into agreements, in the name and on behalf of the Organization with Morgan with respect to borrowings; to discount with Morgan any bills or notes receivable held by the Organization upon such terms as they may deem proper, with full authority to endorse the same in the name of the Organization; to apply for and obtain from Morgan letters of credit and to discuss applications, agreements, trust receipts and all other documents in connection therewith; to execute and deliver, in their discretion, any guarantees, indemnity agreement or other undertakings executed on behalf of the Organization and deemed necessary, advisable or appropriate to carry out the purpose and intent of the foregoing resolutions, by the individuals authorized in resolution number two, reasonably may be expected to benefit the Organization, either directly or indirectly; to pledge any of the assets or property of the Organization, for the purpose of securing any of the foregoing transactions or any transaction entered into by any other entity or person; and, to execute said securities and/or to issue appropriate powers of attorney, documents or assignments in furtherance thereof;</p>																								
GENERAL	<p>9. RESOLVED, that except as otherwise provided by any agreement between the Organization and Morgan, that 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 Organization 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 Organization;</p> <p>10. RESOLVED, that those individuals identified in above, 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 Organization;</p> <p>11. RESOLVED, that any transaction of the type authorized by the preceding resolutions which has been taken are hereby in all respects approved, confirmed and ratified; and</p> <p>12. RESOLVED, that any resolution certified to Morgan by the Secretary, or other duly appointed officer of the Organization shall remain in full force and effect until Morgan shall receive certification of a subsequent resolution amending, superseding or revoking it;</p> <p>13. RESOLVED, 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's agreements and disclosures available on the website, or via hard copy of your request.</p>																								
CERTIFICATION OF INCUMBENCY	<p>THE FOLLOWING CERTIFICATE OF INCUMBENCY MUST BE COMPLETED WHEN THE AUTHORIZED SIGNERS ARE IDENTIFIED BY TITLE ONLY.</p> <p>I also certify that the following are officers of this Organization elected or appointed and their successors are elected or appointed and that you shall be notified in writing upon their resignation/loss of incumbency and empowerment to act for the Organization until you have been furnished with a duly certified notice to the contrary:</p> <table border="1"> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Print Name</td> <td>Title</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p>I further certify that this Organization 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			
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SIGN HERE	<p>IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of this Organization on</p> <p>the <u>18th</u> day of <u>April</u>, 20<u>07</u></p> <p><u>Richard Kaler</u> <u>SECRETARY</u> <u>4/18/07</u></p> <p>Signature Print Name and Title Date</p>																								