

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Customer"). By signing below, Customer acknowledges that it has received from Capital One ("Bank") its Treasury Management Terms and Conditions Agreement (the "Agreement") by virtue of its accessibility through the Bank's website, at <https://www.capitalone.com/treasury-management/terms-and-conditions/> and agrees to be bound by the General Provisions section of the Agreement, as well the sections of the Agreement for the various treasury management services (individually, each a "Service", collectively, the "Services") for which Customer shall enroll, as all may be amended from time to time, and any corresponding Operational Instructions that Bank deems necessary, all of which are specifically incorporated herewith as if set forth fully at length herein. The Agreement is supplemental to the Bank's Rules Governing Deposit Accounts, which is also specifically incorporated herewith, and is the agreement governing all deposit accounts maintained with Bank. The Services covered by the Agreement may change from time to time. Capitalized terms used herein and not otherwise defined, have the meanings given to them in the Agreement.

Upon full execution below, Customer may from time to time request Bank to provide any of the Services described in the Agreement. Customer may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and Customer has successfully completed any testing and training requirements. The Agreement supersedes any other agreements between the Customer and Bank with regard to the provision of Services.

Customer agrees that, in the event Bank receives an electronic signature (e.g., the clicking of an "I ACCEPT" button when presented with same), from Customer or its authorized user(s), in connection with the Agreement, any amendments thereto, or the Accounts associated therewith, Bank shall be entitled to rely on such electronic signature as Customer's authorization of the underlying action or request. Bank shall not be required to obtain a physical signature for such purposes or any other purpose, except as may be required by law.

I warrant that Customer has taken all action required by its applicable organizational documents to authorize me to execute and deliver on behalf of Customer this Authorization and Agreement for Treasury Services and any other documents Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Customer. These may include, but are not limited to, giving Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Customer.

Guidelines for completion:**If Customer is a:**

corporation
limited liability company
partnership (general or limited)
limited liability partnership
sole proprietorship
governmental entity

Who must sign:

any authorized officer
all members, or any authorized officer*
any general partner
the managing partner*
the sole proprietor
the Treasurer*

* Includes any individual authorized under Customer's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

[ORGANIZATION'S/CUSTOMER'S LEGAL NAME]

[Date]

[Signature of Authorized Representative]

[Signature of Authorized Representative, if two are required by Customer]

[Print Name of Authorized Representative]

[Print Name of Authorized Representative]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

[Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

The following physical address or email address may be used for giving notices to Customer in connection with this Agreement (notices may also be given to Customer by other electronic transmission methods as provided for in the Agreement):

The following physical address may be used for giving notices to Bank in connection with the Agreement except as Bank provides other different physical addresses to be used in conjunction with Customer's accounts or particular Services:

Address:

Treasury Management Services
Capital One, N.A
1307 Walt Whitman Road
Melville, NY 11747
Phone: (866) 632-8888
Fax: (631) 531-2740
Email: Treasury@capitalone.com

Email:

Telephone: ()

Fax: ()

