

TELEPHONE FUNDS TRANSFER AGREEMENT

The undersigned _____, from time to time requests by telephone, verbally or by facsimile the transfer of funds in an amount not to exceed the available collected balance on deposit from the undersigned's account(s) maintained at California Pacific Bank ("Bank") to other banks for credit to persons/accounts designated by the undersigned, and the Bank is unable to obtain its normal written instructions and authorization.

THEREFORE, in consideration of the Bank's acting upon telephonic, verbal or facsimile requests for the transfer of funds and foregoing their requirements for prior written instruction commencing _____, 20____, I/we hereby authorize you to:

1. Honor, execute and charge to the undersigned's account(s) at the Bank, all telephonic, verbal, or facsimile requests or orders for the transfer of funds when such requests or orders are received from the undersigned (if an individual) or an authorized representative of the undersigned listed in schedule 1 (an "Authorized Representative") and are made in compliance with the Bank's transfer procedures then in effect.
2. Transfer funds from the specific account(s) of the undersigned with the Bank to any other specified bank account(s) of the undersigned whether such account(s) are with the Bank or other banks.
3. Record, in any form deemed to be advisable by the Bank, all telephonic, verbal or facsimile communications received by the Bank from the undersigned or an Authorized Representative. I/We agree to report any discrepancies between my/our records of these transactions and the periodic statement I/we receive from the Bank for the account from which the transfer is made to the Bank in writing within fifteen (15) days after the statement date. Failure to notify the Bank of any discrepancies within the fifteen (15) day period will relieve the Bank of any and all liability.
4. Undersigned agrees to be bound by any payment order whether or not authorized.
5. Act upon all transfer requests on the date received prior to the deadlines required by the Bank, and to use any means for the transmission of funds the Bank in its sole discretion may consider suitable and charge the appropriate account of the undersigned for any charge to the Bank for the transfer, and for any service charge for such transfer then in effect at the Bank.
6. Transfer funds based upon predetermined criteria described in written instructions to the Bank signed by the undersigned or an Authorized Representative.

It is understood that this funds transfer service is provided as a convenience to the undersigned and in consideration of the obligation of the Bank hereunder, I/we

- a. Release the Bank from responsibility for any inaccuracy or delay in transmission and for claims occasioned by any circumstance beyond the Bank's control and agree to indemnify and hold the Bank harmless for any claims resulting from any such inaccuracy, delay or circumstance.
- b. Subject to the paragraph 3 above, agree that if the Bank fails to act on a transfer request on the date we received, when received prior to the Bank's deadline, and when such failure is due to the Bank's error, my/our sole remedy shall be the adjustment of the ledger and collected balances of the undersigned's account(s) to reflect properly balances in the account(s) that would have resulted had no error occurred, plus any interest that should have accrued. The Bank shall not be liable for any consequential damages.
- c. Assume full responsibility for all transfers made by the Bank in good faith in accordance with these procedures and agree that the Bank shall be conclusively deemed to have exercised ordinary care if it has followed the procedures set forth herein or if the undersigned or an Authorized Representative has not followed them.
- d. Agree that the transfer requests will at no time exceed the account's available balance as determined by the Bank.
- e. Agree to supply the Bank upon demand, in addition to Schedule 1, any other information that the Bank may reasonably request, including, but not limited to: money amounts, accounts to be affected, date of transfers, supplemental instructions, and further evidence of any other act contemplated under these procedures.
- f. Agree that the Bank may change the procedures for transfer hereunder upon written notice to the undersigned.
- g. Agree to notify the Bank immediately by telephone and provide written confirmation within 3 days of all changes of Authorized Representative of the undersigned listed in Schedule 1.
- h. Agree on the confirmation and advice of each transfer shall be mailed by the Bank on the day thereof to the following mailing address for the undersigned.

Customer's Name (print)

Accepted:
CALIFORNIA PACIFIC BANK

Signature

By: _____

Title if (Corp. or Partnership)

Date: _____

Date: _____