



WIRE TRANSFER REQUEST

 DOMESTIC WIRE

 FOREIGN WIRE

SEND WIRE IN (Check One):
 U.S. Dollar

 Foreign Currency

Branch/Dept. No:

AMOUNT:
CURRENCY TYPE (If Foreign):

Test Code:

(Branch Must Complete the Following for Foreign Currency Wire)

FX Rate	U.S. \$ Equivalent	Value Date (If applicable)	Quoted By (Intranet or Trader Name)
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ORIGINATOR INFORMATION

Originator/Account Name	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> MMA <input type="checkbox"/> General Ledger
Account Number:	
Address (Street/City/State/Zip; Country, if other than U.S.)	

PAYMENT INSTRUCTIONS

BENEFICIARY BANK/BENEFICIARY INFORMATION

Beneficiary Bank Name	ABA Number
Beneficiary Bank Address (Street/City/Zip; Country if other than U.S.)	
Beneficiary Name	*Beneficiary Account Number
Beneficiary Address (Street/City/Zip; Country if other than U.S.)	
Message/Information/Instructions to Beneficiary	TIN or Other Identifying Number

INTERMEDIARY BANK INFORMATION (If Applicable)

Intermediary Bank Name	ABA Number
Intermediary Bank Address (Street/City/State/Zip; Country if other than U.S.)	Beneficiary Bank Account Number

***Beneficiary's complete International Bank Account Number (IBAN) is required for wires sent to Europe. An incomplete/ missing IBAN may result in a wire reject or return with additional charges assessed by the receiving bank. Wires sent to Mexico require an 18-digit CLABE as the beneficiary's account number.**

Notice : Intermediary and beneficiary banks may assess a fee with the result that the payee/beneficiary may receive an amount that is less than the face value of the wire.

The undersigned certifies on behalf of originator that the above information is true and correct and further agrees to be bound by the terms and conditions set forth on the Wire Transfer Agreement, receipt of which is hereby acknowledged.

Originator's Signature: _____

Send Date:
Today's Date:
 Signature Verified

BANK/BRANCH USE ONLY

Received By	Date/Time Received	Sig Card/Agreement verified by	Confirmed With (Full Name)
Memo Posted By	Or Source of Funds	Approved By	Approved By
Wire Amount	Wire Fee (of A/A)	Total Debit Amount (or Check #)	OFAC Reviewed By

WIRE DEPARTMENT ONLY

Confirm With (Name)	Entered By	Verified By	FT #
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Fax to (949) 623-7601 -- Domestic Wires No Later Than 1:30 P. M. (Pacific Time)

International Wires No Later Than 11:00 A. M. (Pacific Time)

WIRE TRANSFER AGREEMENT

Recitals

A. Customer wishes to initiate Payment Orders pursuant to the terms of this Agreement for the transfer of funds to account maintained at Bank and at other financial institutions.

B. Unless otherwise defined herein, capitalized terms shall have the meaning provided in Division 11 of the California Commercial Code.

Agreement

Bank and Customer agree as follows:

1. Payment Orders. Customer shall initiate Payment Orders in accordance with the terms of this Agreement. Each Payment Order shall comply with formatting and other requirements, if any, specified by the Bank from time to time. The total dollar amount of Payment Orders issued by Customer to Bank on any one day shall not exceed the collected balances in accounts, or an amount that the Bank may establish after notice to Customer.

2. Acceptance, Execution and Settlement of Payment Orders. All Payment Orders accepted by the Bank from Customer shall be executed and settled as follows, except as provided in Section 4:

(a) Bank shall execute the Payment Order on or before the Execution Date of the Payment Order, provided:

(i) The payment Order is received on a Funds Transfer Day and prior to the Bank's related cut-off time of **11:00 a.m. for international and 12:30 p.m. for domestic P.S.T.**

(ii) The Execution Date is a Funds Transfer Business Day for the Bank and for each Intermediary Bank and for the Beneficiary's Bank.

(iii) The purposes of this Section 3(a) a Payment Order shall be deemed received by Bank when received in compliance with any security procedures agreed to in this Agreement.

(b) Bank shall execute a payment order by issuing a Payment Order that complies with Customer's instructions. Customer may provide instructions regarding any Intermediary Bank to be used. However, Bank may select an Intermediary Bank and means of transmitting the funds different from that contained in Customer's instructions. Customer shall not instruct Bank to utilize an automated clearing house as a wire transfer system, unless Customer and Bank have entered into a separate ACH funds transfer agreement.

© If Customer's Payment Order states a payment date, Bank shall transmit its Payment Order at a time and by means reasonably necessary to allow payment to the Beneficiary on the payment date or as soon thereafter as is feasible. In the absence of instructions indicating a contrary intent on the part of Customer, Bank shall execute a Payment Order in any manner reasonable in the circumstances, including by transmitting its Payment Order by first-class mail.

(d) Bank shall settle for any Payment Order accepted by Bank as provided in Division 11.

4. On-Us Payment Orders. In the case of an On-Us Payment Order, Bank shall execute the Payment Order by crediting the Beneficiary's account, paying the Beneficiary, or otherwise settling in accordance with Division 11. For purposes of this Agreement, an "On-Us Payment Order" shall mean any Payment Order that is accepted by Bank and that calls for payment or credit to a Beneficiary that maintains an account at Bank.

5. Limitations on Acceptance of Payment Orders.

(a) Bank shall be under no obligation to accept a Payment Order received by the Bank from Customer, or to execute or settle any Payment Order that is not accepted. Bank may at its sole discretion refuse to accept a Payment Order, whether for cause or without cause, and shall have no liability for such refusal.

(b) Without limiting the generality of the foregoing, Bank may refuse to accept any Payment Order if:

(i) The total amount of Payment Orders received by Bank from Customer on any one day would exceed the collected funds in Customer's account(s), or an amount that Bank established;

(ii) Customer instructs Bank to use an ACH system as the funds-transfer system to be used in carrying out the funds transfer;

(iii) Customer has failed to comply with its account balance obligation under Section 9;

(iv) The Payment Order or any accompanying instructions violate or fail to meet any security procedures established under this Agreement;

(v) Bank has received inconsistent instructions regarding a Payment Order; or

(vi) The Payment Order or accompanying instructions otherwise fails to comply with any requirement established under this Agreement.

© Bank shall notify Customer by telephone or electronic transmission of Bank's decision not to accept a Payment Order within two (2) Funds Transfer Business Days after the Execution Date of the Payment Order.

(d) Bank shall have no liability to Customer by reason of Bank's decision not to accept a Payment Order or the fact that notice of such decision is not given earlier than two Funds Transfer Days after the Execution Date of the Payment Order.

6. Cancellation or Amendment by Customer. Customer shall have no right to the cancellation or amendment of any Payment Order after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation of a Payment Order prior to Bank's acceptance of the Payment order, provided such request complies with the security procedures for cancellation of Payment Orders, but shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for all costs, losses, or damages Bank may incur in connection with any effort by Bank to amend or cancel any Payment Order.

7. Compliance with Regulation J. If Bank executes any Payment Order by transferring funds through the Fedwire Funds transfer system, Customer agrees to comply with and be bound by Regulation J and all other relevant rules and regulations of the Board of Governors of the Federal Reserve System. Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any obligation asserted by any Federal Reserve Bank against Bank as a result of any Fedwire transfer by Bank at the request of Customer, including but not limited to any loss, liability or expense arising out of any violation by Customer of Regulation J. Customer's indemnification obligation under this Section 7 shall survive termination of this Agreement.

8. Payment. Customer shall pay Bank the amount of each Payment Order executed or to be executed by Bank pursuant to this Agreement no later than 3:00 p.m. local time of Bank on the Execution Date of such Payment Order, or at such earlier time as Bank, in its discretion and after oral or written notice to Customer, or at such later time as Bank, in its discretion and after written notice to Customer, may determine.

9. The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Customer and shall credit the Account for any amount received by Bank by reason of the return of a Payment Order accepted by Bank for which Bank has previously received payment from Customer. Such credit shall be made as of the day of receipt by Bank of the proceeds of the return of the Payment Order. Customer shall at all times maintain a balance of actually and finally collected funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient actually and finally collected funds in the Account to cover Customer's obligation under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligation under this Agreement.

10. Account Reconciliation. Payment orders transmitted by Bank or credited to a Beneficiary's account maintained with Bank will be reflected on Customer's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Customer governing the Account. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any such periodic statement. If Customer fails to notify Bank of any such discrepancy within 14 calendar days of receipt of a periodic statement containing such information, Customer agrees that Bank shall not be liable for any other losses resulting from Customer's failure to give such notice or any loss of interest with respect to a Payment Order that is or should have been shown on such periodic statement. If Customer fails to notify Bank of any such discrepancy within one (1) year of receipt of such periodic statement, Customer shall be precluded from asserting such discrepancy against Bank.

11. Liability; Limitations on Liability; Indemnity.

(a) Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Payment Order received from Customer) or those of any other person, including without limitation and Intermediary Bank or Federal Reserve Bank or transmission or communications facility, any Beneficiary or

Beneficiary's Bank (including without limitation the return of a Payment Order by an Intermediary Bank, Beneficiary's Bank or Beneficiary), and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section 12. Customer's indemnification obligations under this Section 12 shall survive termination of this Agreement.

(b) In no event shall Bank be liable for any consequential, special, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

© Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to accept, execute or settle with respect to a Payment order if so to do would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violation any provisions of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. or state governmental regulatory authority.

13. Compliance with Security Procedures.

(a) If a Payment Order (or a request for cancellation or amendment of a Payment Order) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Payment Order (or request) and Customer shall be obligated to pay Bank the amount of such Payment Order as provided herein, even though the Payment Order (or request) was not authorized by Customer, provided Bank acted in compliance with the security procedures referred to in Schedule A with respect to such entry. If signature comparison is to be used as part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a Payment Order (or request for cancellation or amendment of a Payment Order) received with the signature of an authorized representative of Customer (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to that of such Authorized Representative.

(b) If a Payment Order (or request for cancellation or amendment of a Payment Order) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Payment Order as provided herein, whether or not Bank complied with the security procedures referred to in Schedule A with respect to that Payment Order and whether or not that Payment Order was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

14. Inconsistency of Name and Account Number. Customer acknowledges and agrees that, if a Payment Order describes the Beneficiary inconsistently by name and account number, payment of the Payment Order issued by Bank to the Beneficiary's Bank might be made by the Beneficiary's Bank (or by Bank in the case of an On-Us transaction) on the basis of the account number, even if it identifies a person different from the named Beneficiary, and that Customer's obligation to pay on any bank identification number supplied to it by Customer as a means to identify any Intermediary Bank or the Beneficiary's Bank, that Bank (and Intermediary Banks) may rely on such identification number alone even if the identification number is different than the bank named by Customer, and that Customer's obligation to pay the amount of the Payment Order is not excused in such circumstances.

15. Payment of Services. Customer shall pay Bank the charges set forth in the Bank's Schedule of Charges for services provided for herein. Such charges do not include, and Customer shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between Bank and Customer with respect to the Account.

16. Amendments. From time-to-time, Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedule A. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer.

17. Notices, Instructions, Etc.

(a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other Person, or to provide any notice or advice to Customer or any other persons with respect to any matter.

(b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Signer, and any such communication believed by it in good faith to be genuine and to have been signed by an Authorized Signer, and any such communication shall be deemed to have been signed by such person. The names, restrictions and signatures of Authorized Signers are set forth in the signature card contract. Customer may add or delete Authorized Persons to the list of individuals authorized to initiate Payment Orders on behalf of the Customer. All additions and deletions must be in the form of a written notice and signed by all signers on joint, estate and other trust accounts, by all general partners for partnerships, or the individuals duly authorized by a board resolution properly certified by the Corporate Secretary for corporations. Upon written instructions authorized by all signers on joint, estate and other trust accounts, by all general partners for partnerships, or the individuals duly authorize by a board resolution properly certified by the Corporate Secretary for corporations, the Customer may designate an Authorized Signer(s) with the authority to add or delete Authorized Persons to the list of individuals authorized to initiate, cancel or confirm Payment Orders. Such notice shall be effective on the second Funds Transfer Business Day following the day of Bank's receipt thereof, unless otherwise specifically agreed to by Bank.

© Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by U.S. registered or certified mail, postage prepaid, or sent by express carrier to the Office of the Bank where the Customer maintains Accounts covered by this Agreement, and if to Customer to the address indicated on the signature card contract unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

18. Data Retention. Customer shall retain data on file adequate to permit remaking or reconstruction of all Payment Orders for one (1) year following the date of execution of the Payment order to which such data relate, and shall provide such data to Bank upon request.

19. Termination. Customer may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination (unless Bank otherwise specifically agrees to earlier termination) or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to customer. Any termination of this Agreement shall not affect any of Customer's obligations arising prior to such termination, including but not limited to any indemnification obligation that arises prior to termination.

20. Entire Agreement. With this Agreement (including Schedule A, which is attached hereto and incorporate herein), together with the agreement governing the Account, is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event, present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment.

21. Non-Assignment. Customer may not assign this Agreement or any of the rights or duties hereunder to any person, whether by contract, merger, combination, other business reorganization or otherwise, without Bank's prior written consent. Any attempted assignment in violation of this Section 21 shall be null and void.

22. Binding Agreement; Benefit. With this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. With this Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.

23. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

24. Governing Law. With this Agreement shall be construed in accordance with and governed by the laws of the State of California.