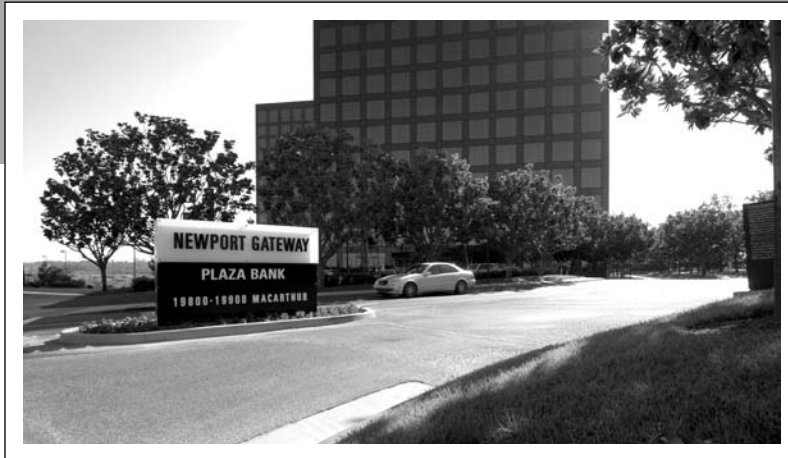


Cash Sweep Agreement:



Plaza Bank

19900 MacArthur Boulevard
Suite 190
Irvine, California 92612

[949] 502-4300
www.plazabank.net



CASH SWEEP AGREEMENT

This Plaza Bank Cash Sweep Agreement (“Agreement”) is entered into by and between Plaza Bank (“Bank”) and the customer designated on one or more fully executed Authorization Applications (“Customer”). The terms of the executed Authorization Application (“Application”) that appears as Addendum A to this Agreement, together with the terms of Bank’s current Deposit Account Agreement, are incorporated into the terms of this Agreement. This Agreement is dated for reference purposes as of the date shown in the Application.

Customer wishes to participate in the Bank’s Cash Sweep program (the “Program”), under which customer funds are invested in Bank by Customer’s appointed agent, Reserve Management Corporation (“RMC”), a New York-based financial services provider. For purposes of this Agreement, RMC shall also refer to any designee of RMC who participates in the carrying out or effectuating of Customer’s orders.

Eligible Depositors: Businesses, corporations, individuals, commercial depositors, public funds and not-for-profit organizations are permitted.

Customer and Bank agree as follows:

1. Customer hereby appoints RMC as its agent to open and maintain one or more accounts on RMC’s books in the name of Customer. Customer appoints RMC as its agent and directs RMC, as its appointed agent, to deposit Customer funds with Bank, solely for the benefit of Customer, pursuant to the terms of this Agreement.
2. Customer has a demand deposit account with Bank, as identified on the Application (“Checking Account”).
3. RMC is to open two deposit accounts at Bank, in conformity with Bank’s usual terms and conditions, except as provided in this Agreement or otherwise by Agreement between RMC and Bank. The two RMC accounts (collectively, the “Sweep Account”) are a demand deposit account (the “DDA”) and a money market deposit account (“MMDA”), both in the name of and owned beneficially by Customer and other designated customers (with Customer, “Designated Customers”). The money market account will be held or styled: ***“Reserve Management Corporation as Agent for the Designated Customers of Plaza Bank, Acting for Themselves and Others”***. Customer acknowledges that customer funds will be commingled in the Sweep Account with the funds of other Designated Customers (that is, with the funds of other Bank customers who participate in the Program).
4. Customer hereby authorizes RMC to transfer funds from Customer’s Checking Account to the Sweep Account, and from the Sweep Account to Customer’s Checking Account, as described herein:
 - a. If the balance in the Checking Account at the time of review exceeds the target balance shown on the Application (as it may be modified by Customer from time to time) (the “Target Balance”), then monies in excess of the Target Balance will be transferred from the Checking Account to the Sweep Account (first, to the DDA and then to the MMDA) on the next business day.

- b. If the balance in the Checking Account at the time of review is less than the Target Balance, then funds will be withdrawn and transferred from the Sweep Account (first from the MMDA to the DDA, then from the DDA) to the Checking Account to reestablish the Target Balance on the next business day
 - c. The term “business day” is defined as any day other than a Saturday, Sunday or legal holiday as determined by the Federal Reserve.
 - d. The transfers described in clauses a. and b. above are subject to funds being available for withdrawal in the Sweep Account and Checking Account, as applicable. Bank has no obligation to Customer to allow transfers when the account to be debited has insufficient available funds for the transfer, and Bank will have no liability to Customer for not allowing such insufficient funds transfers.
5. Customer agrees that its funds in the Sweep Account may also be withdrawn at any time in any amount: (a) as required or authorized under the Deposit Account Agreement; (b) to satisfy any law, rule or regulation applicable to Customer, Customer’s funds, or any account (including the Sweep Account); (c) to satisfy any overdraft or other amount owed Bank under this Agreement or otherwise; or (d) as otherwise authorized by law, rule or regulation applicable to Bank. Bank may offset and charge against Customer’s Checking Account or Sweep Account, any liability, obligation, or indebtedness of Customer to Bank, including without limitation any line of credit, loan or other extension of credit made by Bank to Customer and the amount of any fees and charges owed by Customer to Bank. Only collected, available funds in the Checking Account may be transferred to the Sweep Account. Bank is not obligated to satisfy any transfer using funds of Bank or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order under this Agreement.
6. *Customer must maintain the Checking Account in order to maintain the Sweep Account. Deposits are not allowed directly into the Sweep Account.* Only collected, available funds in the Checking Account may be transferred to the Sweep Account. Bank is not obligated to satisfy any transfer request by using funds of Bank or otherwise extending or granting credit (including intra-day credit).
7. Customer will receive a variable money market rate of interest on its funds in the Sweep Account. At the discretion of Bank, this interest rate may fluctuate as often as daily. Interest is calculated daily and credited to Customer’s Plaza Account monthly. Call your Account Officer to obtain the current interest rate and annual percentage yield.
8. There is no minimum balance required for the Sweep Account and no minimum period that Customer’s money must remain on deposit. There is no penalty for withdrawals of Customer’s entire balance or any part thereof at any time without notice.
9. Customer hereby authorizes such officers and representatives of RMC as RMC may designate, as Customer’s agent, to sweep funds between the Checking Account and the Sweep Account, in accordance with the terms of this Agreement. The services of RMC as Agent include transferring funds between the Customer’s Checking Account and Sweep Account pursuant to the terms of this Agreement. RMC shall have no liability to Customer with respect to actions taken or omitted by any other person in connection with this Agreement.
10. Customer and Bank acknowledge that nothing in this Agreement is intended to or does eliminate or waive service charges applicable to the Checking Account. If Customer’s Checking Account service charges are determined by account analysis, Customer or Bank may choose to determine a

minimum balance that the Customer must maintain in order to avoid the imposition of such service charges. Customer understands, however, that this is merely an estimate, and charges may result if funds are insufficient to fully offset the service charges. In addition to other fees or charges that may apply, a sweep fee will be charged to Customer's Checking Account, in the amount shown in the Application (as modified from time to time by Bank).

11. Bank is an FDIC member. The federal deposit insurance on your funds on deposit at Bank, including funds in the Sweep Account, will be the maximum amount allowed by law for all deposits held at Bank in the same legal ownership category, as adjusted by the FDIC from time to time.
12. Bank shall provide Customer with monthly statements of the activity in Customer's Checking Account. Bank or RMC shall provide Customer with monthly statements of the activity in Customer's Sweep Account. Customer is advised to retain all account statements. Customer shall promptly contact Bank with any questions or errors regarding Customer's Checking or Sweep Account. Customer must notify Bank no later than 60 days after the statement on which a problem or error first appeared was made available to Customer, or Customer is precluded from asserting any problem or error against Bank.
13. Bank shall have no liability and shall be excused from any act, failure to act or delay in acting if such act, failure to act or delay in acting is caused in whole or in part by orders or restraints of any kind of the government of the United States or of any state, or their respective departments, agencies, political subdivisions, or officials, actions or inactions by RMC, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, acts of God, fire, labor disputes, power failure, acts or omissions of civil authority, civil disturbance, severe weather conditions, compliance with the Federal Reserve System's payment risk reduction and intra-day net funds position rules and regulations or any other present or future rules and regulations of any governmental authority, or any similar or dissimilar cause beyond Bank's control, as long as Bank makes a reasonable effort to remove the effects thereof; provided, however, that the settlement of labor disputes shall be in the sole discretion of Bank.
14. Unless another address is specified in writing by the Customer to whom any notice or other communication is to be given hereunder, all such notices or communications shall be in writing or confirmed in writing and delivered at the respective address set forth in the Application, or delivered by fax to the number specified in the Application (excluding statements).
15. Except as otherwise provided in the Application, the terms and conditions of this Agreement, including, without limitation, any fees to be charged by Bank to Customer, may be changed by Bank by mailing to Customer written notice of the new term, condition or fee at least 30 days prior to the date of which such new term, condition or fee becomes effective, and such change shall take effect automatically on the later of the first day of the month following the mailing of such notice or the day (if any) specified in such notice.
16. This Agreement shall remain in full force and effect until terminated by either party by written notice to the other party. Such termination shall be effective [three] business days after receipt of such notice or at such later date specified in such notice. Notwithstanding the foregoing, this Agreement shall remain in full force and effect with respect to all transactions hereunder that occur prior to the date of termination.
17. Each deposit is solely the obligation of Bank and not RMC, which acts only as Customer's agent. Bank may, without notice, refuse any deposit and close any account or impose a fee if an account holder's actions become burdensome. All U.S. citizens must provide an accurate taxpayer identification number or social security number. Special rules apply for certain accounts. Back up withholding is not an additional tax.

18. This Agreement, together with the Deposit Account Agreement and the Application, as such documents may be amended from time to time, constitute the entire agreement between Customer and Bank with respect to the Checking Account and the Sweep Account and no statement, warranty, representation or commitment not contained in such documents shall have any force or effect. Addendum A and the Deposit Account Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Agreement, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Customer: _____

Plaza Bank

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Addendum A

**Plaza Bank
Cash Sweep Account
Authorization Application**

New Account _____

Replace Existing Addendum _____

This Addendum is entered into as of _____, _____, 20____, by and between Plaza Bank (“Bank”) and _____ (“Customer”) as part of the Bank’s Cash Sweep Agreement, dated _____, _____, 20____ (the “Agreement”). By signing this Application, Customer acknowledges receipt and agrees to the terms and conditions of the Agreement, which are expressly incorporated herein.

Name of Customer	Tax Identification Number		
Street Address	City/State/Zip Code		
Name of Contact Person	Telephone	Fax	E-mail Address

DDA Account Number: _____ **Sweep Account Number:** _____

Target Balance: _____ **Monthly Sweep Fee:** _____

1. **Sweep of Cash.** Customer requests that Agent maintain the Target Balance in the above designated Checking Account on a daily basis by either (1) sweeping all collected cash in excess of the Target Balance into the Sweep Account (as defined in the Agreement) or (2) to the extent necessary to increase the balance in the Checking Account to the Target Balance by transferring funds from the Sweep Account to the Checking Account. Customer understands that all transfers are subject to available funds in the account to be debited.
2. **Target Balance.** Bank may change the Target Balance as deemed necessary from time to time by giving notice of such change to Customer by telephone or such other method as Bank deems appropriate.
3. **Cash Sweep Agreement.** This Application is subject to the terms and conditions of the Cash Sweep Agreement, the terms of which are expressly incorporated herein. Customer acknowledges receipt of the Cash Sweep Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Addendum, duly authorized by all necessary and appropriate corporate action to execute this Addendum.

Customer: _____

Plaza Bank

By: _____
Authorized Signer

By: _____
Authorized Signer

Printed Name

Printed Name

Title: _____

Title: _____