

INTERNET BANKING APPLICATION FORM PERSONAL AND PIC

ACCOUNT HOLDERS			
I (We) certify that the information provided is true and correct and I (we) have read and agreed to the Internet Banking and Ameritransfer Customer Agreement as well as to the Funds Transfer Agreement provided to me. I (we) authorize BAC Florida Bank to verify any information included in this application and allow me (us) to access to all the accounts listed below. The use of BAC Florida Bank's Internet Banking and Sucursal Electronica (SEC) shall be governed by the printed terms and conditions or amendments thereto, as may be established by BAC Florida Bank and communicated in writing to me (us). I (we) hereby authorize BAC Florida Bank to set up the transfer grouping listed below. I (we) understand that the account numbers are set up as a related group and that I (we) can transfer to/from all numbers in that grouping, as capabilities and/or restrictions allow. NOTE: Any joint accounts require all account holders' signatures. Customer has reviewed the schedule of fees and agrees to honor any fees incurred through the use of these services.			
SERVICES			
Do you want to apply for: AMERITRANSFER? <input type="checkbox"/> INTERNET BANKING? <input type="checkbox"/> BOTH? <input type="checkbox"/>			
SIGNER # 1			
Customer Name			
Mailing Address			
Home Phone Number		Work Phone Number	
Place		Date	
Signature			
E-mail Address (MANDATORY FIELD)			
SIGNER # 2			
Customer Name			
Mailing Address			
Home Phone Number		Work Phone Number	
Place		Date	
Signature			
E-mail Address (MANDATORY FIELD)			
ACCOUNT NUMBER(S) TO ENROLL			
Below, list all accounts that you are a signer on and would like to be able to have Internet access to. If no accounts are listed, all will be available.			
Account #:		Account #:	
Account #:		Account #:	
ACCOUNTS FOR AMERITRANSFER ACCESS			
I (we) understand that the first signor is the only user ID created with this application and the one who will have full control of all actions in reference to any other user configuration; also understand that to add any other users, a User Access Authorization Form must be submitted and that once those user ID's are created by BAC Florida Bank, it is the first signor who will assign the rights to them.			
Bank (067) Debit Account _____ Originating Bank: BAC Florida Bank			
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
Bank (067) Debit Account _____ Originating Bank: BAC Florida Bank			
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
Bank (067) Debit Account _____ Originating Bank: BAC Florida Bank			
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
<input type="checkbox"/> Add	<input type="checkbox"/> Delete	<input type="checkbox"/> Update	Bank _____ Credit Account _____ Beneficiary _____ Initials _____
FOR BANK USE ONLY			
<input type="checkbox"/> Add	Internet Banking ID:		Internet Banking ID:
<input type="checkbox"/> Change	Input by/date:		Cuenta Internet (CI):
<input type="checkbox"/> Delete	Verify by/date:		Master User ID:
AMERITRANSFER PARTICIPATING BANKS			
(801)BAC Intl Bank, Grand Cayman		(023)BAC Honduras	
(025)Banco de America Central		(042)BAC Guatemala	
(802)BAC Bahamas Bank & Trust Limited		(814)BAC Bank Inc	
		(808)BAC Panama	
		(102)BAC San Jose	
		(700)BAC Nicaragua	
		(067) BAC Florida Bank	

INTERNET BANKING TERMS AND CONDITIONS

I. INTRODUCTION

This Internet Banking Customer Agreement (this "Agreement") contains the terms and conditions that govern your use of BAC Florida Bank's Internet Banking Services (the "Internet Banking Service") to access your Eligible Accounts, transfer funds between your Eligible Accounts, and to access other bank services. This Agreement is in addition to the other agreements that govern the accounts and services provided to you by the Bank and does not change the terms and conditions of such other agreements.

BY USING THE INTERNET BANKING SERVICE OR ALLOWING ANY OTHER PERSON TO USE THE INTERNET BANKING SERVICE YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ADHERENCE TO THE INTERNET BANKING SECURITY GUIDELINE MATERIALS.

II. LANGUAGE AND DEFINITIONS

Capitalized terms shall have the meanings set forth in this Agreement and in the Internet Banking Security Guideline Materials. The authoritative text of this Agreement, the Internet Banking Security Guideline Materials and all related documents and notices are in English and you acknowledge that you have read and understood the same in their entirety.

In this Agreement, the following terms will have the meanings set forth below:

AUTHORIZED PERSON - Refers to any person that you have designated as an authorized person in writing to the Bank or any person that you have given access to your User ID and PIN for the purpose of obtaining information about your Eligible Accounts, transferring funds between your Eligible Accounts, making bill payments, or requesting other bank services.

AUTHORIZED SOFTWARE - Refers to the financial and/or communications software licensed, sublicensed or authorized by the Bank to you for use in connection with the Internet Banking Service.

BUSINESS DAYS - Monday through Friday are business days, holidays excluded.

ELECTRONIC SIGNATURE - Refers to the use of your User ID and PIN to authenticate and authorize transactions on your Eligible Accounts.

ELIGIBLE ACCOUNT - Refers to any account listed in the Internet Banking Agreement signed by you.

"EST" OR "EDT" - U.S. Eastern Standard Time or Eastern Daylight Time (the local time in Miami, Florida)

INTERNET BANKING SECURITY GUIDELINE MATERIALS - Includes the software, user guides, manuals, data, procedures, service request forms and other forms and documentation provided by the Bank or third party vendors to you, as supplemented, replaced or amended from time to time, for use in connection with the Internet Banking Service.

INTERNET BANKING SYSTEM - Refers to a set of tools that allows you to have secure electronic access to your Eligible Accounts and a number of financial services through the use of your personal computer and the Internet.

PERSONAL HOLDING CORPORATION (PIC) - Is a corporation established for the International Investor's U.S. Assets. The International Investor owns (directly or indirectly) the stock of the PIC and appoints the Directors and Officers of the PIC. The corporate agent, usually acts as the director and officer of the PIC.

The International Investor, then transfers his U.S. assets to the PIC. The PIC can select a U.S. Brokerage Firm to invest the liquid U.S. Assets (e.g. Stocks, Bonds, etc.) of the PIC.

PIN - Refers to your Personal Identification Number. Your PIN is a unique code known exclusively by you and must be used along with your User ID. Your PIN is used to identify you and to authenticate transactions performed through the Internet Banking System. The Bank does not have access to your PIN.

USER ID - Refers to an acronym of numbers and/or letters that is used to access the Internet Banking System. Your User ID is known by you and the Bank. It will be used to identify you as the owner of the Eligible Account(s).

USER(S) - The account owner, or any person(s) authorized by the account owner to use the Electronic Signature to obtain information about an Eligible Account, transfer funds between Eligible Accounts, make bill payments through the means and within the limits, if any, specified in the authorization form, and request other Bank services.

"WE," "US," "OUR," OR "BANK" - are used to refer to BAC Florida Bank

"YOU" OR "YOUR" - is used to refer to the owner of an Eligible Account or an Authorized Person.

III. ELIGIBLE ACCOUNTS

An "Eligible Account" is any account that you have with the Bank and that you have enrolled in the Internet Banking Service.

Your Eligible Accounts will continue to be subject to the agreements otherwise governing them. Additionally, the Eligible Accounts and other financial services will be subject to the Bank's rules, policies and procedures applicable to each such Eligible Account or

financial service, and to the rules and regulations of any funds transfer system used in connection with a financial service and any applicable state and federal law and regulations.

IV. EQUIPMENT AND SOFTWARE

The following equipment and software are required to access the Internet Banking Service:

- a. Internet access account with an Internet Service Provider or similar company providing internet access;
- b. Personal Computer or compatible equipment capable of connecting to the internet using one of the recommended Internet Browser programs;
- c. Internet browser program with 128 bit encryption support. Netscape Navigator 4.x (or higher) or Microsoft Explorer version 4.x (or higher) are recommended. Other internet browsers may be able to access our Internet Banking System, however we provide no assistance with such programs.
- d. Authorized Software.

Harm to computer system/data

YOU AGREE THAT OUR LIABILITY FOR VIRUSES, WORMS, TROJAN HORSES, OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION, SOFTWARE, OR OTHER MATERIALS FROM OUR SITE SHALL BE LIMITED TO REPLACEMENT OF THE LOSS OF INFORMATION, SOFTWARE, OR OTHER MATERIAL NOT EXCEEDING \$1,000.00. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM SUCH HARMFUL COMPONENTS.

Performance of Software or Electronic Service

In any event neither we nor any of our officers, directors, employees or agents shall be liable to you for any consequential, incidental, indirect or punitive damages arising out of the use, misuse or inability to use the Internet Banking Service, or any loss of any data, even if we have been informed of the possibility of such damages. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Liability for loss or erroneous data

Each party will bear the liability or the risk of any errors or loss of data, information, transactions or other losses that may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your computer system.

Changes/Interruptions in services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the Internet Banking Service. We also may need to change the scope of our Internet Banking Service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

V. ACCESS TO ELIGIBLE ACCOUNTS

To have access to the Internet Banking Service you must be the authorized user of at least one eligible personal or business deposit account with the Bank. If you have more than one account or other relationship with us, we may link the relationships together with the primary account. You may expressly request that certain accounts not be linked. Accounts that are linked under the Internet Banking Service must have one common owner and signer. Only an authorized signer will be permitted to access a linked account. Non-linked accounts will not be accessible through the Internet Banking Service. If your Eligible Account is a limited transaction account, each payment or transfer you make through the Internet Banking System will count towards the number of transfers you are permitted each statement period. If you close your primary personal deposit account, your access to the Internet Banking Service will end and any unprocessed Bill Payment transactions will be canceled.

VI. SECURITY GUIDELINES

All users must have a unique valid User ID and PIN to access the Internet Banking System. The Internet Banking System will create a unique ID and we will assign you a temporary PIN. You must change the PIN during your first login session.

Your User ID and PIN must be kept confidential and secure since they are your Electronic Signature. By using the service or by signing the application you are authorizing the Bank to rely on your User ID and PIN to identify you when providing banking services to you. Your PIN should not be associated to the User ID (i.e sequential numbers, repetition of part of your User ID). Your User ID and PIN should never be disclosed to unauthorized individuals and should not be written down. Contact us immediately if you think your User ID or PIN has been lost or stolen. The telephone is the fastest way to alert us that someone may be using your access information. Please contact our Customer Service Department at (305) 789-8077. A representative will be available during normal business hours.

You should never leave your account information displayed in an area accessible by others and should never leave a logged on terminal unattended while using the Internet Banking Service. To prevent unauthorized access, users must sign off the system as soon as their task is finished. The Bank retains the right after a period of no activity to automatically log you off the system, but shall not be liable to you for failure to do so.

The Internet Banking System has a feature that automatically disables a User ID after three (3) consecutive unsuccessful log on attempts have been made using an incorrect User ID and/or PIN. You must contact our Customer Service Department at (305) 789-8077 to be restored in the system. You may be solely responsible for actions resulting from the use or misuse of your User ID and PIN.

For your security your account numbers are not displayed in full. You must give alias names to each account (i.e. " household checking").

We reserve the right to block access to the Internet Banking Service to maintain or restore security to our site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by unauthorized person(s).

Applies to Business and PIC Customers Only (not to Personal Customers):

The loss, theft or unauthorized use of your User ID or PIN could cause you to lose the money in your account, plus any amount available under your overdraft protection credit line. Your use of the Internet Banking Service to access an eligible non-personal deposit account is your agreement to assume all risks and losses associated with the disclosure of your User ID and PIN to those employees and other persons that you have authorized to use the Internet Banking Service.

Electronic Mail

You can use electronic mail to contact us about inquiries, maintenance and/or problem resolution issues. Electronic mail is not a secure method of communication over the Internet and we recommend you do not send confidential information by electronic mail.

Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been or may be conducted from one of your Eligible Accounts or, if you believe that your User ID or PIN has become known to an unauthorized party, you must notify us immediately. You may notify us by contacting Customer Service Department at (305) 789-8077, or sending a fax to us at (305) 374-1402, or you may e-mail us at bacflorida@bacflorida.com or write to us at:

BAC Florida Bank
Customer Service Department
169 Miracle Mile, R-10
Coral Gables, Florida 33134

Telephoning us right away will help you reduce possible losses. If you think that an electronic transaction shown on your monthly statement is incorrect, or if you believe an unauthorized transaction has taken place, you must contact us as soon as possible.

Applies to Personal Customers Only (not to PIC Customers):

To the extent a transaction is an electronic funds transfer, you can only lose \$ 50.00 if you notify us within two business days of discovering any unauthorized use of the services or your access codes. However, you can lose as much as \$ 500.00 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified.

If you think that an electronic transaction shown on your monthly statement is incorrect, or if you believe an unauthorized transaction has taken place, you must contact us as soon as possible. We must be notified within 60 days after any such statement is mailed or electronically transmitted to you. By contacting us, your liability for unauthorized transactions will not exceed \$50. However, you risk unlimited losses on transactions made after the 60-day period if we can prove that we could have prevented the unauthorized use had we been notified within this 60-day period.

VII. AVAILABLE SERVICES

Depending on the features you select you may be allowed access to the following services:

a. Account Information: You may obtain an account summary, interim statements, and account transaction history for up to one year.

b. Transfers: You may transfer funds to and from any of your Eligible Accounts. Per transfer limits apply to all transfers of funds between your Eligible Accounts. Transfers made after 6:00 p.m. EST or EDT, as applicable, on a business day will be processed on the next business day.

c. Bill Payment: This is an additional service and you will be provided an additional User ID and PIN. You may use our bill payment to make current, future and recurring payments from an Eligible Account. This service is provided by a third party. Limits on the dollar amounts per transaction apply. You are responsible to ensure the proper availability of funds to process the payment requests.

You must provide payment instructions at least five (5) business days prior to the payee's due date for check payments and at least three (3) business days prior to the due date for electronic payments to allow for proper and timely posting to the consumer's payee account. Please allow sufficient time for your payment to reach its destination. We are not responsible for payments that are not made in a timely manner for any reason, including postal delays and processing delays by third party vendors or the payee.

d. Check Ordering: You may re-order your checks on-line. You will be required to provide your User ID and PIN.

e. Stop Payments: You may place a stop payment for any of your Eligible Accounts. You are responsible, however, for verifying that the check you wish to place a stop payment on has not yet been cleared. Regular fees apply for every stop payment order. You will need to provide your User ID and PIN, plus any additional information required, to place the order.

f. Stop Bill Payments: If you wish to stop a bill payment you previously authorized and it is too late to cancel or change the payment you must contact us at (305) 789-8077. If you call you must confirm your request in writing no later than 14 days after you call. You may mail your confirmation to BAC Florida Bank, Customer Service Department, 169 Miracle Mile, R-10, Coral Gables, Florida 33134. Requests for stopping Bill Payments after 2:00 p.m. EST or EDT, as applicable, on a business day will be processed on the next business day. If you tell us to stop a payment three (3) business days or more before payment date, and we do not do so, we will be liable for your losses or damages.

VIII. INTERNET BANKING FEE

Once you are an enrolled user of the Internet Banking Service, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the services (please refer to the attached Fee Schedule). You authorize us to automatically deduct all applicable charges and fees from your eligible personal deposit account.

IX. PERIODIC STATEMENTS

You will be mailed periodic statements for your accounts with the same regularity provided for in your other agreements with the Bank. In addition to reflecting your other account activity, your statements will include any transfers or bill payments you authorize using the Internet Banking Service.

X. INACTIVITY

If you do not log on or have not had any scheduled payments to be processed in a period of ninety (90) days, your service may be canceled.

If you have not made a deposit or conducted a transaction for one year, your account will be deactivated and it will be placed in dormant status.

XI. OUR RESPONSIBILITY

We, or a third party acting as our agent, are responsible for completing fund transfers and bill payments from your Eligible Account(s) on time according to your properly entered and transmitted instructions. However, neither the service provider nor we will be liable:

- a. If you do not have adequate money in a deposit account to complete a transaction from the account, or if the account has been closed.
 - b. If you have not properly followed software or bill payment service instructions on how to make a transfer or bill payment.
 - c. If you have not given complete, correct and current instructions so that a transfer or bill payment can be made.
 - d. If you do not authorize a bill payment soon enough for your payment to be made and properly credited to the payee by the time it is due.
 - e. If a timely bill payment is made but the payee nevertheless does not credit your payment promptly after receipt.
 - f. If withdrawals from any Eligible Account has been prohibited by a court order such as garnishment or other legal process.
 - g. If we or our agent reasonably believe that a transaction may be unauthorized, and based thereon, the transaction is not completed.
 - h. If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or Bill Payment.
 - i. If circumstances beyond our or our agent's control prevent us from making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.
- There are other exceptions to our liability as stated in your other agreements with the Bank.

XII. ELECTRONIC FUNDS TRANSFER ERROR RESOLUTION

In case of errors or questions about any Bill Payment service transaction or other electronic transfer initiated from your account under the Services, contact us immediately. Telephone the Bank's Customer Service Department at (305) 789-8077 or fax us at (305) 374-1402 or e-mail us at baclorida@baclorida.com. Alternatively, you may write to us at: BAC Florida Bank, Customer Service Department, 169 Miracle Mile, R-10, Coral Gables, Florida 33134.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after we send the statement on which the problem or error appeared.

To report an error you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the nature of the problem, or describe what information you need.
- Tell us the dollar amount of the suspected error.

Applies to Personal Customers Only (not to PIC Customers):

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any errors promptly.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question, in which case, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account during the investigation.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

XIII. HOURS OF OPERATION

Our Customer Service personnel will be available to assist you during business days from 8:30 a.m. to 5:00 p.m. EST or EDT, as applicable. Even though your Bill Payment transactions can be processed only on business days, you can use the Internet Banking Service to reach us twenty-four (24) hours a day, seven (7) days a week, except during any scheduled maintenance periods.

XIV. PRIVACY

We may disclose information to third parties about your accounts if:

- We have entered into an agreement to have another party provide the Bill Payment services or receive your account information. We will provide the third party with information about your linked deposit accounts, your Service transactions, and your electronic mail messages in order to carry out your instructions; or
- It is necessary for completing transfers or bill payments; or
- It is necessary to verify the existence and condition of a payment for a payee or holder of a check issued by use of the Bill Payment services; or
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or
- You give written permission, or
- We close your account because it was maintained in a unsatisfactory manner; or
- We are required by law.

Except as otherwise prohibited by law, you agree that the Bank may share the information about you that you provide, or that we obtain as a result of transactions or other activity with its affiliates for, among other things, the purpose of offering you products and services that we believe may be of interest to you. If you would prefer that we not contact you by mail or telephone to offer such products and services, please contact Customer Service at (305) 789-8077 to request that we remove your name from any telephone or mailing lists used for such purposes.

XV. OWNERSHIP OF MATERIAL

The content and information on our site is the Bank's property and the unauthorized reproduction or distribution of any portion is prohibited.

XVI. SEVERABILITY

If any provision of this agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision in that or any other jurisdiction.

XVII. NO SIGNATURE REQUIRED

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated Eligible Account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

XVIII. AMENDMENT TO THIS AGREEMENT

We may amend this agreement (including changes in the fees and charges) by giving written notice to you at least 30 days before the effective date of any such amendment, unless such change or amendment is otherwise required by law or applicable regulation. Your continued use of the Internet Banking Service on or after the effective date of any change or amendment will indicate your agreement to the change or amendment.

XIX. WAIVER

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

XX. ASSIGNMENT

We may assign the rights or delegate the duties under this agreement to a company affiliated with us or to any other party.

XXI. TERMINATION

Except as provided by the inactivity section of this agreement, either you or we may terminate this agreement and any service provided hereunder at any time upon giving at least ten (10) business days prior written notice of termination to the other party. If you terminate Bill Payment service, you authorize us to continue making fund transfers, bill payments or other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers, payments or other transactions from your Eligible Account, including any funds transfers or Bill Payments you had previously authorized. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

XXII. ENTIRE AGREEMENT

This agreement is the entire agreement between you and the Bank and it supersedes any marketing or other similar material pertaining to the Internet Banking Services delivered to you in writing, verbally or obtained at our site or the site of an Internet Service Provider.

AMERITRANSFER SERVICES AGREEMENT

This AmeriTransfer Services Agreement (this "Agreement") contains the terms and conditions that govern your use of the Ameritransfer Service. This Agreement is to be read in conjunction with as part of that certain Funds Transfer Agreement entered into by and between the Customer and the Bank.

1. AmeriTransfer Service.

a. Participating Banks. The Bank and other banks which participate in offering the AmeriTransfer Service under the terms of this Agreement and related agreements entered into between the Customer and the Bank are referred to as the Participating Banks. The list of Participating Banks at the time this Agreement is entered into appears at the end of this Agreement. The list of Participating Banks and the Participating Banks themselves may change from time to time without advice or notice to the Customer. The Customer may request the Bank to provide the Customer at any time a current list of Participating Banks.

b. AmeriTransfer Service. Through the use of the AmeriTransfer service and subject to the terms and conditions of this Agreement, the Customer will have the ability to (1) order and process on-line, through instructions issued on-line, transfers of funds from accounts of the Customer at any of the Participating Banks to accounts of the Customer or other persons at any of the Participating Banks, and (2) process on-line the receipt of funds from accounts of other persons at any of the Participating Banks into accounts of the Customer at any of the Participating Banks. The Customer shall not be required to open a special account at any of the Participating Banks in order to use the AmeriTransfer service. However, the AmeriTransfer service shall be available for transfers only between accounts registered and designated by the Customer as AmeriTransfer accounts as part of this Agreement.

2. AmeriTransfer Transactions.

For purposes of this Agreement and of the AmeriTransfer service, transfers are made from previously registered and designated accounts in an Originating Bank which is a Participating Bank and into previously registered and designated accounts in a Destination Bank which is a Participating Bank. The AmeriTransfer service shall be offered on line, such that at the time a transfer is effected under the AmeriTransfer service the balances of the accounts affected at the Originating Bank and the Destination Bank shall be checked and updated. The Destination Bank may reject and refuse to authorize an AmeriTransfer transaction, but shall safeguard the confidentiality of information by not providing as part of such denial any account balance or similar account information. Transfers using the AmeriTransfer service shall be made only from accounts which have been previously registered and designated as part of the AmeriTransfer service and into accounts which have been previously registered and designated as part of the AmeriTransfer service. For purposes of participating in the AmeriTransfer service and this Agreement, the Customer hereby authorizes the transfer of funds from and into such accounts in accordance with the Customer's instructions effected on-line from time to time.

3. AmeriTransfer Origination Requirements.

A transaction shall be effected under the AmeriTransfer service only if the Customer complies with the following requirements with respect to such transaction:

a. Banks. The Originating Bank and the Destination Bank shall be Participating Banks at the time the transaction order is effected on-line.

b. AmeriTransfer Contract. An AmeriTransfer Services Agreement shall have been entered into and be in effect between the Customer and the Bank or between the Customer and a Participating Bank.

c. Account Registration and Designation. The Customer shall have registered and designated all accounts involved in an AmeriTransfer transaction as being accounts for which such Customer may use the AmeriTransfer service.

d. On-Line Access. Customer's order shall be effected on-line, such that in the absence of Customer's access to on-line services the Originating Bank may determine, in its own discretion, whether sufficient information shall have been provided by the Customer for giving proper effect to an AmeriTransfer transaction.

e. Transfers in U.S. Dollars from Originating Banks. AmeriTransfer transactions shall be effected in United States Dollars from Originating Banks, such that a transaction amount ordered from an account held in local currency at the Originating Bank shall be transferred into United States Dollars at the Originating Bank using applicable conversion rates.

f. Transfers in U.S. Dollars into Destination Banks. AmeriTransfer transactions shall be effected in United States Dollars into Destination Banks, such that a transaction amount ordered into an account held in local currency at the Destination Bank shall be transferred from United States Dollars into local currency at the Destination Bank using applicable conversion rates.

4. Receipts of Transfers.

A transaction effected under the AmeriTransfer service from an Originating Bank may be subject to additional requirements by a Destination Bank, as follows:

a. Account Registration. The Destination Bank may require that the holder of the account at such bank into which an AmeriTransfer transaction has been ordered have entered into and have in effect an appropriate AmeriTransfer services agreement.

b. Transfers in U.S. Dollars into Destination Banks. AmeriTransfer transactions shall be effected in United States Dollars, such that a transaction amount ordered into an account held in local currency at the Destination Bank shall be transferred from United States Dollars into local currency at the Destination Bank using applicable conversion rates.

5. Other Applicable Provisions.

a. Time Restrictions. Access to the AmeriTransfer service may be subject to availability time restrictions without notice, particularly on weekends or times of excessive use of applicable systems.

b. Interruptions. Access to the AmeriTransfer service may be interrupted from time to time and without notice, for reasons including, but not limited to, communications problems, exchange rate controls or instability, technical problems or other matters.

c. Amount Limitations. The Participating Banks may establish from time to time daily or other periodic restrictions on amounts of transactions which may be effected using the AmeriTransfer service, either at the level of individual accounts or the system overall, and the Customer hereby accepts such limitations.

d. Funds Access. An Originating Bank may reject and refuse to authorize an AmeriTransfer transaction from an account with insufficiency of funds or limited access to funds or other similar limitation or restriction.

e. Fees. The Participating Banks impose commissions, charges or service fees on the accounts at the Originating Bank from which AmeriTransfer transactions are made, and such commissions, charges or fees may change from time to time. The Customer hereby accepts the commissions, charges or service fees charged by the Participating Banks in connection with AmeriTransfer transactions, as such commissions, charges or service fees are now in effect or may be changed from time to time, and hereby acknowledges that Customer is fully informed with respect to such commissions, charges or service fees and the manner in which they are imposed.

f. Currency Exchanges. The Customer hereby accepts the manner in which currency exchanges are effected in the Participating Banks and the commissions, charges or service fees associated with such exchanges, as such commissions, charges or service fees are now in effect or may be changed from time to time, and hereby acknowledges that Customer is fully informed with respect to such commissions, charges or service fees and the manner in which they are imposed.

6. Electronic Communications.

The Customer hereby authorizes and requests the Originating Bank to act in accordance with the Customer's instructions issued on line for the AmeriTransfer service with respect to the accounts which the Customer holds at the Originating Bank. The Bank shall offer to the Customer access to such communications services as may be required for the on line ordering and processing of AmeriTransfer transactions. The Customer shall use such communications services in compliance with all security procedures applicable thereto, including those certain security procedures which have been documented in all other agreements and informational documentation between the Customer and the Bank. The Customer's access to such communications services shall be for the convenience of the Customer in utilizing the AmeriTransfer service in accordance with the terms of this Agreement, and the Bank shall have no responsibility or liability of any kind for any error, omission or problem of any nature in electronic or on line instructions issued by the Customer in connection with the AmeriTransfer service. Furthermore, the Customer hereby accepts and acknowledges the accuracy of electronic records generated by the Bank or any of the Participating Banks in whole or in part from electronic or on line instructions issued by the Customer and from other books and records of the Bank or any of the Participating Banks. Notwithstanding any other provisions herein to the contrary, any of the Participating Banks may reject and refuse to authorize any AmeriTransfer transaction or related instructions if such Participating Bank shall determine, in its own discretion, that the security of the communications means utilized to convey such transaction or related instructions have been compromised.

7. Registration and Designation of Accounts.

The schedule attached hereto sets forth and establishes the accounts, both at the Originating and Destination Banks, which shall be eligible for AmeriTransfer transactions effected by the Customer. The Bank agrees that AmeriTransfer transactions for the Customer shall be effected only with respect to such registered and designated accounts. The registration eligibility of access shall be determined by the Bank.

8. Term.

This Agreement shall be in effect indefinitely, until terminated at any time by any of the parties. A termination of this Agreement by the Customer shall be effective upon the receipt by the Bank of a proper written termination notice from the Customer, subject to any AmeriTransfer transactions which may be pending at such time. A termination of this Agreement by the Bank shall be effective at such time as may be specified by the Bank, regardless of when notice of such termination shall be received by the Customer, and shall be subject to AmeriTransfer transactions which may be pending at such time only to the extent determined by the Bank.

9. Commissions, Charges or Service Fees.

The Bank and other Participating Banks shall impose commissions, charges and service fees for the AmeriTransfer service in accordance with the Bank's and the Participating Banks' schedule of fees, a copy of which has been provided to the Customer, which commissions, charges and service fees may be changed from time to time. The Customer hereby agrees to accept the commissions, charges and service fees referred to in this paragraph; as such commissions, charges and service fees may be changed from time to time.

10. Loss or Misuse of Passwords.

The Bank shall have no responsibility for the loss or misuse of passwords or other access codes applicable to the Customer's use of the AmeriTransfer service, regardless of the circumstances of such loss or misuse or of the party responsible therefore. Notwithstanding the foregoing, the Customer shall immediately inform the Bank of any circumstances of loss or compromise of such password or other access codes, and the Bank shall act promptly to protect the interests of the Customer and of the Bank with respect thereto and replace, as quickly as possible, such passwords or access codes.

11. Changes.

The Customer agrees to provide information immediately to the Bank of any changes in the information provided under this Agreement or in any manner related to the AmeriTransfer service. Such notice of information change shall be deemed effective when actually received by the Bank, and the Bank shall have no responsibility or liability to the Customer for failing to act with respect to updated information prior to such receipt.

12. Account Statements.

All transactions and related activity with respect to the AmeriTransfer service shall be reflected in the Customer's account statements. In the event of errors, omissions or mistakes on such statements, the Customer's duties and rights with respect to notifying the Bank thereof and responsibility with respect thereto shall be governed by the account agreement covering the relevant account and entered into an existing between the Customer and the Bank.

13. Changes.

The Bank shall promptly notify the Customer of all changes in policy or required to be made to this Agreement with respect to the AmeriTransfer service, whether such changes in policy are made by the Bank or by another of the Participating Banks, provided changes made by a Participating Bank shall be relevant to the Customer.

14. Taxes and Similar Charges.

The Customer shall assume and accepts all taxes of any nature imposed on the use of the AmeriTransfer service by the Customer, and such charges made through the Bank or through one of the Participating Banks shall be passed on to the Customer and deducted from the appropriate account of the Customer.

15. Agreement and Acceptance.

The Customer and the Bank hereby accept and agree the terms of this Agreement as of the date written herein, and hereby acknowledge and agree that this Agreement shall be subject to and interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of law principles thereof, and the Federal laws of the U.S.

BAC FLORIDA BANK AMERITRANSFER SERVICES AGREEMENT

Attachment

This attachment is included and made part of the BAC Florida Bank AmeriTransfer Services Agreement (the "Agreement"), as additional terms and conditions to such agreement. The terms and conditions of this Attachment are effective as of August 1, 2009, and may thereafter be changed from time to time by BAC Florida Bank or by one or more of the Participating Banks. In the event of changes, BAC Florida Bank will provide notice of relevant changes to parties to the Agreement.

1. Fees

In accordance with Sections 5.e and 9 of the Agreement, AmeriTransfer transactions are subject to fees which may change from time to time. At the time the Agreement is entered into, AmeriTransfer transactions will be subject to a fee of US\$ 10.00 per transaction.

2. Deadlines

In accordance with Section 5.a of the Agreement, access to AmeriTransfer services may be limited in time, and, at the time the Agreement is entered into, are only available to and from the Bank accounts between the hours of 9:00 AM and 2:00 PM EST, and, during periods of the year using daylight savings time from 10:00 AM to 2:00 PM EDT.

3. Dollar Limits

In accordance with Section 5.c of the Agreement, AmeriTransfer transactions amounts may be limited from time to time. At the time the Agreement is entered into, At the time the Agreement is entered into, the maximum amount of US\$999,999.00 can be transferred on a single AmeriTransfer transaction, subject to customer account funds availability.

4. Participating Banks

In accordance with Section 1.a of the Agreement, at the time this Agreement is entered into, the following are the Participating Banks in the AmeriTransfer services:

BAC Bahamas	BAC Nicaragua
BAC Florida	BAC Panama
BAC Grand Cayman	BAC San José (Costa Rica)
BAC Guatemala	Banco de América Central El Salvador
BAC Honduras	