

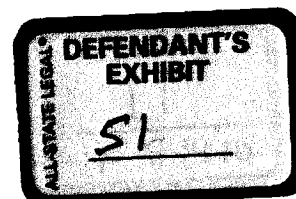
# Exhibit 51

# Treasury Management Services

MASTER AGREEMENT

AUGUST 2002

Comerica Bank



Comerica01653

**COMERICA  
TREASURY MANAGEMENT SERVICES  
MASTER AGREEMENT  
August 2002**

**Section I:  
PROVISIONS APPLICABLE TO ALL  
TREASURY MANAGEMENT SERVICES**

This Treasury Management Services Master Agreement ("Master Agreement") along with each Service Agreement signed by the identified customer ("Customer") and Bank for services selected ("Service"), the user guides, and the implementation documents constitute the entire agreement (collectively "Agreement").

This Agreement governs the Customer and the Comerica Incorporated subsidiary bank(s) ("Bank") as to each Service for which they have executed a Service Agreement. This Agreement amends and supersedes any prior Agreement for the Services described herein.

Unless specifically stated to the contrary in this Master Agreement, or in an amendment to this Agreement, if any terms in a Service Agreement or Section II of this Master Agreement conflict with the terms of Section I of this Master Agreement, the terms of the Service Agreement and/or Section II shall prevail but only to the extent of the conflict.

Accordingly, Bank and Customer agree as follows:

**1. AGREEMENT.**

- a. This Agreement contains the terms which govern the Services, and constitutes the entire Agreement between the parties. This Agreement supersedes any prior agreements or representations relating to the Services, including Services for which the parties have entered into a Service Agreement and as such, may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
- b. In addition, this Agreement incorporates the terms of Bank's deposit account contract and related deposit account Signature Cards and authorizations ("Deposit Agreement"), the provisions of any applicable software license agreement(s) and their documentation, whether or not executed by Customer, state and federal regulations, any applicable clearinghouse operating rules including, but not limited to, the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, and Article 4A, a version of Article 4A or Division 11 of the Uniform Commercial Code, as enacted in the state where a funds transfer order is received and/or a payment order is paid (collectively, "the Rules"). If that state has not enacted Article 4A, a version of Article 4A or Division 11, then funds transfer instructions will be governed by the official text of Article 4A, as amended from time to time.

**2. BUSINESS DAYS.** Any day on which a majority of Bank's offices are open to the public for conducting substantially all business functions shall be a "Business Day." Saturdays, Sundays and federal holidays are not Business Days even if a majority of Bank's offices are open. Transactions, deposits, instructions and entries received by Bank after established cutoff deadlines may be treated as received on the next Business Day. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to Customer.

**3. SUBMISSION OF INFORMATION AND DOCUMENTS.**

- a. Customer agrees to execute, in a form and content satisfactory to Bank, any and all documents required by Bank to obtain and to continue to receive a Service(s). Such documents may include deposit account Signature Cards, Declarations, Authorizations, Service Agreements, implementation documents and updated financial statements as requested by Bank from time to time.
- b. Prior to initiating a new Service, Customer agrees to provide all information and execute all documents which Bank may request including specifications, test tapes, check samples, transmissions and documents. In the event that Bank determines that any document, sampling or test does not meet its requirements, Bank may advise Customer that Customer will not be eligible to obtain Service(s) until a new sampling or test that is satisfactory to Bank is provided.
- c. Prior to utilizing any Service, Customer shall furnish Bank with documentation naming Customer's employees, agents and third party vendors hired by Customer to perform any of the duties required by Customer under this Agreement and which names those who are authorized to act on behalf of Customer with respect to the Service.