

A G R E E M E N T

THE AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **U.S. BANK NA**, a national banking association, incorporated under the laws of the United States of America, with its principal place of business at 800 Nicollet Mall Minneapolis MN 55402 and authorized to do business in the State of Colorado (the “Bank”; this agreement, the “Agreement”).

R E C I T A L S

A. The City wishes to procure commercial banking, treasury management and merchant services types of banking services from the Bank.

B. The Bank is ready, willing, and able to provide these services as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. COORDINATION AND LIAISON: The Bank shall fully coordinate all services under the Agreement with the Manager of Finance, (“Manager”) or, if and as directed, with the Manager’s designated supervisory persons, (collectively “Administrators.”) The Bank shall submit invoices, correspondence, pay requests, and submittals to the Administrators.

2. SERVICES TO BE PERFORMED:

a. As the Manager generally directs, the Bank shall diligently undertake, perform, and complete all of the services set forth on attached **Exhibit A** (the “Scope of Work” or “SOW”), to the City’s satisfaction.

b. The Bank shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM:

a. Initial Term. The Agreement will commence on January 1, 2024 and will expire on December 31, 2024 (the “Initial Term.”)

b. Renewal Terms. The City shall automatically renew the Initial Term for up to four (4) additional one-year terms subject by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from January 1, 2025 to December 31, 2025; the second Renewal Term shall be from January 1, 2026 to December 31, 2026; the third Renewal Term shall be from January 1, 2027 to December 31, 2027; and the

fourth Renewal Term shall be from January 1, 2028 to December 31, 2028 (each an “Annual Renewal.”)

c. Optional Renewal Terms. The City shall have the unilateral option to renew the after the expiration of the final Annual Renewal Term for up to three (3) additional one-year terms upon Notice of the Manager and subject to appropriation of sufficient amounts for the subsequent year by City Council. The first Optional Renewal Term shall be from January 1, 2029 to December 31, 2029; the second Optional Renewal Term shall be from January 1, 2030 to December 31, 2030; and the third Optional Renewal Term shall be from January 1, 2031 to December 31, 2031 (each an “Optional Annual Renewal”) and, if this Agreement has not been terminated: (1) by either party delivering to the other party written notice of termination prior to the final day of a current Term in accordance with paragraph 6 hereof as a result of the City’s failure to appropriate or encumber funds in accordance with Paragraph 4(d)(2), then this Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each a “Monthly Renewal”) up to December 31, 2032. Each Annual Renewal, Optional Annual Renewal, or Monthly Renewal shall be referred to herein as a “Renewal Term”.

d. Renewal Procedures; Non-Renewal. The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Annual Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed for the subsequent Annual Renewal or Monthly Renewal Term. The option of the City to renew for an Optional Renewal Term shall be exercised upon notice from the Manager and the City making such appropriation and encumbrance for the next fiscal year. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City’s obligation to make payments to the Bank shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

4. COMPENSATION AND PAYMENT:

a. Fee: The Bank's sole compensation for its services rendered and costs incurred under the Agreement from the City, if all Renewal Terms are effected shall not exceed One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000.00) and fee amounts, whether paid in the settlement process or billed through invoice, may not exceed the rates and fee amounts set forth in **Exhibit B**.

b. Reimbursement Expenses: All of the Bank's expenses to be paid by the City are contained in the rates in **Exhibit B**.

c. Invoicing: Bank shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation if all Renewal Terms are effected shall not exceed One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000.00) (the "Maximum Contract Amount"). Bank is under no obligation to provide goods or services that would cause the Bank's fees to exceed the Maximum Contract Amount without prior revision of the amount by written agreement. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Bank beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Bank's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

5. STATUS OF BANK: The Bank is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Bank nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised

Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Bank and City.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Bank. However, nothing gives the Bank the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Bank or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Bank's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. Termination for the reasons stated in this subparagraph is not an exclusive remedy, nor is failure to terminate for the reasons stated in this subparagraph a waiver of any other right or remedy.

c. Upon termination of the Agreement, with or without cause, the Bank shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Bank's possession, custody, or control by whatever method the City deems expedient. The Bank shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Bank shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents,

papers and records related to Bank's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Bank may require any such agent to execute a non-disclosure agreement to the extent permissible by law and acceptable to the City Auditor. Bank shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Agreement or expiration of the applicable statute of limitations. Such documents and information shall be retained in accordance with Bank's retention schedule. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Bank to make disclosures in violation of state or federal privacy laws. Bank shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Bank. No payment, other action, or inaction by either Party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either Party to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Bank agrees to maintain, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Bank shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of

this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Bank shall provide written notice of cancellation, non-renewal and any reduction in coverage below that which is required in the Agreement to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Bank shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Bank. The Bank shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Bank may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Bank certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Bank's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.

c. Additional Insureds: For commercial general liability, excess/umbrella liability (if required), and auto liability, Bank's and subcontractor's insurer shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Cyber Liability, and Commercial Crime Liability, Bank's insurer shall waive subrogation rights against the City.

e. Subcontractors and Sub-consultants: Bank shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) maintain coverage as approved

by the Bank and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation/Employer's Liability Insurance: Bank shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Bank shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Automobile Liability: Bank shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit or, alternatively, may provide Automobile Liability with lesser limits in combination with Excess or Umbrella Automobile Liability coverage so long as combined total coverage is not less than \$1,000,000, applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. Professional Liability (Errors & Omissions): Bank shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts [except construction contracts for which the policy or Tail shall be kept in place for eight (8) years].

j. Technology Errors & Omissions including Cyber Liability: Bank shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

k. Commercial Crime including Client Coverage: Bank shall maintain minimum limits of \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by Bank's employees, including any extended definition of employee. Policy shall include Client Coverage. The City and County of Denver shall be named on a loss submission form as their interests may appear.

10. DEFENSE AND INDEMNIFICATION:

(a) Subject to subparagraph 10(e) hereof, the Bank hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the acts or failures to act by the Bank or the Bank's subcontractors in the course of performance of the Services under this Agreement ("Claims"), unless such action or failure to act is: (i) consistent with commercially reasonable standards; and (ii) expressly permitted or required in accordance with the terms of the Agreement, pursuant to and in compliance with the express instructions of the City, and/or pursuant to instructions received by the Bank under security procedures agreed upon between the City and the Bank. Nothing in the foregoing paragraph is intended to nor shall it lessen any duty of the parties nor lessen rights the parties may have under the law, including but not limited to the Uniform Commercial Code or applicable banking regulations, except to the extent that such laws permit the parties to vary such duties and rights by agreement and the same have been so varied by the terms of this Agreement.

(b) The Bank's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. The Bank's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) The Bank will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Bank under the terms of this indemnification obligation. The Bank shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) To the extent permitted by Colorado law, indemnification under this Paragraph shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if advised of the possibility of these damages.

(f) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations per person and per occurrence and all other rights, immunities and protections as provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.* The City cannot, and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Bank, its employees, officers, agents, or affiliates or any other person or entity whatsoever, for any purpose whatsoever regardless of any provisions to the contrary that may be contained in this Agreement. Moreover, the City, as a public fiduciary supported by tax monies, in execution of its public trust, cannot and does not agree to waive any lawful or legitimate right to recover monies lawfully due it. Any such statement to the contrary that may be contained in this Agreement, including any Incorporated Document shall be considered null and void. The Bank agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City may have to recover actual lawful damages in any court of law under Colorado or other applicable law.

12. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Bank shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Bank shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager's prior written consent, provided, however, Bank may, without the consent of the City, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Bank or its parent), or any

affiliate (of Bank or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization. Any attempt by the Bank to otherwise assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Bank shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

14. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Bank receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Bank lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. FORCE MAJEURE CLAUSE: The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder proximately caused by acts of God, flood, fire, declared war, or terrorism or other similar causes of an extreme nature not caused by or within the control of either party.

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Bank shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Bank shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Bank represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities or conduct that would affect the judgment, actions or work of the Bank by placing the Bank's own interests, or the interests of any party with whom the Bank has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Bank written notice describing the conflict.

20. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Bank at the address first above written, Attn: Commercial Card Services, and if to the City at:

Manager of Finance
201 West Colfax Avenue, Dept. 1004
Denver, Colorado 80202
Attn: Cash Risk and Capital Funding Division

With a copy of any such notice to:

Attn: Municipal Operations Section
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification. Communications with Bank concerning disputed billings shall be made as set forth in Exhibit A.

21. DISPUTES: All disputes between the City and Bank regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Bank may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Bank shall insert the foregoing provision in all subcontracts hereunder.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District or, if the jurisdictional prerequisites are met, in the U.S. District Court for the District of Colorado.

24. COMPLIANCE WITH ALL LAWS: In performing the services required of the Bank under this Agreement, the Bank shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act, the "Public Deposit Protection Act" (C.R.S., Section 11-10.5-101, *et seq.*, as amended) and all federal and state banking and tax laws. In addition, the Bank shall, from time to time, not less than annually in connection with any Renewal Term or more often as may be requested by the City, certify in writing as to its compliance with all such matters and covenants. All certifications made in the Recitals to this Agreement are incorporated herein. The Bank shall have the duty to promptly notify the City if any certification made by the Bank hereunder becomes untrue. Because the Bank will be acting as an independent contractor, the City assumes no responsibility for the Bank's acts or failure to act.

The City recognizes that Bank complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that Bank verify certain information about customers. Bank reserves the right, at any time, to request information that may assist Bank in compliance with these laws. City agrees to provide such information as requested by Bank, including, without limitation, information about Account Holders, to the extent permitted or required by law.

25. LEGAL AUTHORITY: Bank represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Bank represents and warrants that he has been fully authorized by Bank to execute the Agreement on behalf of Bank and to validly and legally bind Bank to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Bank or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

27. GENERAL CONSTRUCTION:

- a. The words “party” and “parties” refer only to a named party to the Agreement.
- b. Except in paragraph 3, the word “term” is to be read as if followed by the phrase “, conditions, and covenants”.
- c. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation” unless specifically qualified by words of limitation.
- d. The captions and headings set forth in the Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms.
- e. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any

corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. In the event of any conflicts between the language of the exhibits, the order of precedence of control among those exhibits, from the controlling exhibit, shall be Exhibit C, Exhibit B and Exhibit A. Further, to the extent other certain collateral documents are referenced in the exhibits, those documents are supplemental only and this Agreement controls to the extent of any conflict between the language of the Agreement and the collateral documents. The Bank expressly acknowledges and agrees with respect to the collateral documents that the City is legally able to pay only such sums as have been appropriated by City Council as set forth in Paragraph 4 of the Agreement, that the City shall not under any circumstances indemnify the Bank, and that the City has not waived any right afforded to it.

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. City Information: Bank acknowledges and accepts that, in performance of all work under the terms of this Agreement, Bank may have access to Proprietary Data or confidential information that may be owned or controlled by the City or the City's vendors, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Bank agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to Bank shall be held in confidence and used only in the performance of its obligations under this Agreement. Bank shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Bank would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Bank by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Use of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement or by laws, regulations, or orders applicable to the Bank, Bank agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit

access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Bank further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to Bank any right or license to use such data except as provided in this Agreement. Bank further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

(ii) Bank agrees, with respect to the Proprietary Data and confidential information, that: (1) Bank shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Bank shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Bank shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

c. Employees and Sub-contractors: Bank will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Bank under this Agreement shall survive the expiration or earlier termination of this Agreement. Bank shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

d. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Bank is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Bank agrees to contact the City immediately.

e. **Bank's Information:** The City shall endeavor, to the extent provided by law, to treat as confidential Bank application programs or any trade secrets, processes, proprietary data, and information or documentation, which has been specifically marked or otherwise delineated as "confidential" (collectively "Bank Confidential Information") constitute the valuable properties and trade secrets of Bank, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Bank a competitive advantage. The City acknowledges that computer programs and systems used in providing services to the City and all documentation related to the programs and systems constitute proprietary property of the Bank and the City shall not acquire any proprietary interest or rights therein as a result of the City's use of the services. The City agrees during the term of this Agreement and thereafter, to hold the Bank Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the services provided hereunder, and except as required by the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2003) and the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act. In the event of a request to the City for disclosure of such information, the City shall advise Bank of such request in order to give Bank the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Bank agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Bank further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Bank's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court. Upon termination of this Agreement and provided there is no active request for City disclosure, the City shall return all materials to the Bank, or if requested by the Bank destroy all copies of Bank Confidential Information.

30. INTELLECTUAL PROPERTY RIGHTS: The City and Bank intend that all property rights to any and all materials, text, City logos, documents, booklets, manuals,

references, guides, brochures, advertisements, sketches, plans, drawings, prints, photographs, specifications, data, products, ideas, inventions, and any other work or recorded information created by the Bank specifically for the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Bank shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et. seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Bank hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

The City and Bank intend that all property rights to any and all computer programs (other than pre-packaged third party software) created by the Bank pursuant to this Agreement, in preliminary or final forms and on any media whatsoever, shall belong to the Bank and are the exclusive property of the Bank or the third parties with whom the Bank has secured the rights for Bank's products. All right title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Bank's products and services and the related Bank logos, product names, and other designations of any nature are reserved to the Bank.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Bank's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: The Bank shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Bank shall notify

the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to officials of the City, including the Mayor, the Manager, City Council or the Auditor.

33. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Bank consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: FINAN-202369637-00
Contractor Name: U.S. BANK NATIONAL ASSOCIATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202369637-00
U.S. BANK NATIONAL ASSOCIATION

By:  _____
B5A8CBA3755E479...

Name: Erin Graham
(please print)

Title: Relationship Manager, SVP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

(exhibit follows)



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services ("Services") available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association
Member FDIC

CONTENTS

	Page
I. Introduction	1
II. Terms Applicable to All Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services	2
III. Terms Applicable to All Internet-Based Services	6
IV. Terms Applicable to Specific Global Treasury Management Services	
A. E-Payment Service	7
B. Bill Consolidator Payment Services	8
C. Information Reporting and Transaction Services	9
D. Electronic Deposit Services	10
E. ACH Services	12
F. Wire Transfer Services	17
G. Data Translation Services	19
H. Courier Services	20
I. Cash Vault Services	21
J. U.S. Bank EasyTax SM Services	22
K. Paper-Based Disbursement Services	23
Controlled Disbursement	23
Drafts/Warrants	24
L. Positive Pay Services	25
M. Lockbox Services	26
N. E-Disbursement Services	28
O. Returned Check Management	29
P. Commercial Sweep Accounts – Loan Option	30
Q. Commercial Sweep Accounts – Investment Option	31
R. Master Repurchase Agreement (MRA)	33
S. Singlepoint [®] International Request For Transfer Services	37
T. Focal Point Plus	39
V. Terms Applicable to Specific Foreign Exchange Services	
A. Foreign Exchange Web	40
B. Foreign Currency Accounts	43
VI. Terms Applicable to Specific Money Center and Safekeeping Services	
A. Investment and Depository Services	44
B. Safekeeping Terms and Conditions	46
C. Terms and Conditions for Electronic Delivery	48

I. INTRODUCTION

1. Definitions

a. "Agent" means any director, officer or employee acting on behalf of the Customer with the actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are in fact open.

d. "Customer" means the business entity and any parent company, subsidiary or affiliate for whom Bank provides a Service.

2. Other Agreements, Laws and Regulations

These terms and conditions and the Master Services Scope of Work (or equivalent document executed by Customer) are collectively referred to herein as the "Agreement". The Services are provided to Customer subject to the following other agreements, laws and regulations, which are hereby incorporated into and made part of this Agreement:

a. the set-up materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the attached fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the attached deposit account agreement and accompanying disclosures and fee schedules, which govern standard deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Colorado;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules") and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCHO Rules"); and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations promulgated by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms/Amendments to Agreement

Bank may change the terms of this Agreement at any time upon amendment executed by Bank and Customer or by any other method permitted by law. Any and all amendments to this Agreement must be in writing and executed by Bank and Customer.

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5. Transferable Record

The Agreement and the Implementation Documents are each a "transferable record" as defined under applicable law relating to electronic transactions. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document that is an authoritative copy as defined under such law. Bank may store the authoritative copy of such Agreement and Implementation Document and then destroy the paper original as part of Bank's normal business practices. Bank may control and transfer such authoritative copy as permitted by such law.

6. Disclaimer of Warranties

Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and Customer assumes all such risks, subject to the limitations of the Agreement. Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection of and use by it of any such selected third party security and communications software and third party service providers is the sole responsibility of Customer, and Bank disclaims all risks related thereto, notwithstanding that Bank may recommend certain security and/or communications software and services.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE and MONEY CENTER AND SAFEKEEPING SERVICES

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4. Financial Review

Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of the Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

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6. Deposit Accounts

Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account following 48 hour notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Bank will first attempt to recover such amounts from the account associated with the debt. If the available balance of such account is insufficient to compensate Bank, Customer shall be invoiced for any amount remaining due under this section.

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8. Accuracy and Timeliness of Information

Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels.

9. Authorized Signers and Users

Customer shall appoint certain Authorized Signer(s) in the U.S. Bank Master Services Scope of Work or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing Agents to act on behalf of Customer in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving Customer's instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) designated in the U.S. Bank Master Services Scope of Work or equivalent document shall appoint Agents to use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Check Samples, Forms Approval and Service Implementation

Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents, signature cards, corporate resolutions and other documents and assessing test tapes and transmissions. Bank may also request samples of Customer's checks, drafts, deposit slips and similar items to ensure, in Bank's sole discretion, whether such items meet Bank's quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures

a. Introduction. Bank and Customer shall use one or more commercially reasonable security procedures that must be used by Bank and Customer in connection with certain Service(s), if Customer agrees that such security procedures are commercially reasonable. If Bank believes

that the security procedures being used by the Customer are inadequate, and Customer refuses Bank's security procedures, Bank may terminate the Agreement. Customer will be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures from time to time following written notice to Customer (unless such written notice is impractical under the circumstances). Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of Customer IDs, user IDs, passwords, private keys or other security devices. Customer is solely responsible for maintaining its own internal security and agrees to use reasonable care in selecting any company or individual given access to use one or more of the Services. Customer shall not knowingly disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.

c. LEFT BLANK INTENTIONALLY

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud prevention measures. Bank offers certain products and Services such as Positive Pay and account blocks or filters that are designed to detect or deter fraud. Failure to use such Services could substantially increase the likelihood of fraud.

12. Unsecured Electronic Transmissions and Instructions

Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions may be an insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer.

13. Account Blocks and Filters

ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent, in part, on the accuracy and timeliness of the information provided by Customer. In addition, certain ACH transactions such as returns or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software

Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License Agreements for necessary software shall either be embedded in the software or separately documented.

15. Transactions on Non-Business Days/Cutoff Times

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established cutoff deadlines may be treated by Bank as received on the next Business Day. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-Initiated Transactions and Instructions

Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or
- e. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number

If Customer initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds

Customer hereby represents to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records

The Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period

Customer will regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password protected Web site or database. Customer acknowledges that Account Communications provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Communications. Unless a different review period is specified elsewhere in the Agreement, including this Scope, Customer shall, within a reasonable time, which in no event shall be greater than sixty (60) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. In accordance with NACHA rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

22. LEFT BLANK INTENTIONALLY**23. Necessary Third Party Service Providers**

a. Third Party Networks. Some Services are provided by Bank through access to a third party network. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network, unless the third party network is required by Bank.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound with such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

24. LEFT BLANK INTENTIONALLY**III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES****1. Introduction**

Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section I.2. of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2. below.

2. Terms of Use

Bank may post terms or rules of Use ("Terms of Use") governing Customer's use of the Internet Services on Bank's Web site(s) for accessing such Services. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Bank may change the Terms of Use for any Internet Service at any time by written amendment to this Agreement executed by both Bank and Customer. Customer will be notified of any changes in accordance with section II.24. hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any Web site if such Terms of Use are amended in accordance with this section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security

Customer will use the Internet Services in accordance with the security procedures established by Bank. Without limiting the foregoing, Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges that in matters of security, reasonable notice may be less than a day's notice. Bank reserves the right to reject any transaction or service request that is not made in accordance with its security procedures. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, establishing authority levels, establishing authorization requirements, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Customer's designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice.

Customer is responsible for maintaining the security and confidentiality of all IDs, passwords and other security devices issued to or by Customer (collectively, "Customer's Internal Security Devices"). Customer shall not permit unauthorized individuals to use Customer's Internal Security Devices to access any Web site. Customer's Internal Security Devices that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users. Customer is responsible for the actions of any individuals using Customer's Internal Security Devices to access any Web site. Customer shall promptly notify Bank if Customer has actual knowledge that the security of any Web site has been compromised. To the extent permitted by Colorado law, indemnification under the Agreement shall not require Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery. To the extent permitted by Colorado law, Bank shall not be liable for any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of Customer's Internal Security Devices or arising out of the unlawful use of any Web site by Customer or any person who obtains access to the Web site using Customer's Internal Security Devices.

4. Other Customer Responsibilities

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with the Scope.

b. Use of Internet Services. Customer shall use its access to Internet Services and Web sites operated by or on behalf of Bank only to conduct its business through or with Bank and will limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer will run antivirus software before transmitting data to or through any Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every month.

d. Network Security. Customer will install and utilize current industry-standard network security for its information technology systems that access Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

5. Disclaimer

NOTICE: TO THE EXTENT PERMITTED BY COLORADO LAW, INDEMNIFICATION UNDER THE AGREEMENT SHALL NOT REQUIRE THE BANK TO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, FOR UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY WEB SITE.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV and V of this Agreement to the extent Customer is not using such Service(s).

A. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction

If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting

Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, computer dial-up, telephonic delivery, facsimile, CD-Rom or unsecured e-mail. Section II.12. shall apply in the event Customer elects to receive unsecured reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System, but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time, but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services

Customer may use SinglePoint®, Global Trade, or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the transaction Services may include, but are not limited to, ACH, ACH positive pay, wire transfer payments, book transfers, stop payments, positive pay, reverse positive pay, image access and system administration. Use of the System for transaction Services shall be governed by this Section C and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator

Customer will operate the System in accordance with the procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with these procedures. Customer will designate one or more System Administrator(s). The System Administrator is responsible for setting up Services available through the System and for establishing internal security procedures related to such Services, including, without limitation, system-wide configuration of Bank accounts, assigning users, establishing authority levels, establishing authorization requirements, distributing and re-setting passwords and other internal security devices related to the Services. Designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice. Customer is solely responsible for maintaining a secure work environment to ensure against use of the System by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, informing Agents that any passwords should not be shared with anyone and to secure physical access to the terminals used for Services when an Agent has logged on to the system or otherwise.

5. Manuals

Bank will provide Customer with a manual(s) in paper or electronic format that will set forth the applicable System's policies and procedures with which Customer will comply. Bank may, with notice, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities

Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer will use the System solely to conduct its business with Bank and will limit access to those Agents who require access to the System. Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- b. any failure by Customer to obtain a confirmation of an order or instruction; or
- c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting

If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section C, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

B. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options

Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images and/or MICR Data, and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images and/or MICR Data through the check collection system by presenting or exchanging Check Images and/or MICR Data, or using Check Images and/or MICR Data to create a Substitute Check, a Demand Draft or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through the check collection in the manner previously described.

2. Definitions

a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the Operating Rules of the National Automated Clearing House Association ("NACHA").

b. "Check Image" means an electronic image of an original paper check or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.

c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.

e. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.

f. "Electronic Deposit Services" means an array of products and Services that allow organizations that receive check payments and/or remittance payments by mail, dropbox or a walk-up environment to deposit all payments electronically at Bank, as further described in the applicable User Manual.

g. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.

h. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

i. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.

j. "Photo-In-Lieu" or "PIL" means a photocopy of an original paper check, other than a Substitute Check, created from a Check Image.

k. "Remotely-Created Demand Draft" or "Demand Draft" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.

l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st

Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications

Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit

a. Only original paper checks that qualify as a source document may be converted to an ARC Entry, POP Entry or BOC Entry under NACHA Rules. If Customer has selected a processing option that uses ACH Entries to collect payments from Payor Customers, Customer is responsible for maintaining current information in the Electronic Deposit System on those Payor Customers that have opted-out of ARC Entry conversion. If the opt-out information is not stored in the Electronic Deposit System by Customer, Customer shall ensure that such Payor Customers checks are prevented from being converted into ACH Entries. Bank will apply certain automated internal edits and screens to the MICR Data and/or Check Images submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.

b. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under the Electronic Deposit Services, and Customer must deposit these original paper checks with Bank for collection: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229 2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds; (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time.

5. Capture of Checks and Check Information

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and software that meets Bank's specifications. Depending on the processing options selected by Customer, Customer shall be responsible for accurately capturing an image of each paper check, the MICR Data and the correct dollar amount of the check into the Customer System. In the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the check and repairing the MICR Data, if necessary. Customer shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the drawer), for the repair of any MICR Data, and for ensuring that any and all information on a paper check is accurately captured and legible in the resulting Check Image and/or MICR Data and otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by ANSI, ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse or that Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or

MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines when submitting Electronic Deposits and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be responsible to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which Customer has not provided an accurate and legible image of the original paper check, (iii) for electronically converting checks for which Payor Customers had opted-out and for which Customer did not provide Bank with timely or accurate information; (iv) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (v) which would violate the Agreement or exhibits, or any other agreement between Customer and Bank.

d. Customer will notify Bank prior to using or accessing Electronic Deposit Services in a location outside the continental United States.

6. Upload of Electronic Deposit to Bank

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication networks latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a. above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, or via Check Image/Substitute Check Collection, according to the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit the original paper check nor re-deposit the Check Image.

d. A per item limit, dollar limit, or file limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Collection of Check Images and MICR Data

Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image and/or MICR Data deposited by Customer. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image or MICR Data to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check, a Demand Draft or a PIL from the Check Image and/or MICR Data and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image and/or MICR Data was created and then collect the original paper check. Depending on the collection method, the Check Image, MICR Data, Substitute Check, Demand Draft or PIL is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

8. Representation of Returns

If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by creating, in Bank's sole discretion, a Substitute Check, a Demand Draft or a PIL from the image of the original paper check.

9. Storage of Check Images

Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule, and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

10. Franking, Retention and Destruction of Original Paper Checks

To help ensure that an item is not deposited more than once either as a Check Image or physical check, Bank strongly recommends that Customer frank the face of each original check after successfully capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

11. Representations

With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation that would have applied had Customer deposited the original paper check. In addition Customer is deemed to make to Bank any representation that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates the Electronic Deposit or Check Image, or a Substitute Check, Demand Draft, PIL, or ACH Entry created from that Check Image or MICR Data.

12. Customer Responsibility

With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Bank shall not be liable for any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation as set forth in section 11 above; or (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check. This section 12 shall survive termination of the Agreement.

13. User Manual

Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product which Customer will use. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

14. Security Procedures and Right to Audit

Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves

the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls.

C. ACH SERVICES

1. Introduction

If requested by Customer and agreed to by Bank, Customer (or its Agent or third party vendor) may initiate credit or debit Automated Clearing House (ACH) transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on ACH Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution with respect to such entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the rules of the National Automated Clearing House Association ("NACHA"), as amended from time to time. Customer acknowledges that it shall be bound by NACHA Rules and agrees not to initiate any Entry in violation of the NACHA rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules of the Canadian Payments Association and the Mexican Interbanking Electronic Payment System (SPEI), and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges that a copy of the NACHA Rules is available through NACHA at current NACHA prices. Capitalized terms not otherwise defined in the Agreement and exhibits shall have the meanings ascribed to them in the NACHA rules.

2. Entry Origination/Processing Dates/Deadlines

Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. All ACH Entries (regardless of SEC Code) that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the ACH Business Day of receipt. Entries received after the Deadline will be processed on the next ACH Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made.

3. Content

In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

4. Prenotification

To the extent required by NACHA Rules, Customer shall send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry, or issue a Refused NOC. NOC Manager is an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing, transit and account numbers.

5. Entry Limits and Payment

Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer agrees that it will not initiate Entries in excess of its Exposure Limit without the written consent of Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

6. Data Breach Notification

Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer will report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and will establish appropriate procedures to prevent, detect, investigate and report data breaches.

7. ACH Secured Funds Entries

Bank may, at any time, and in its sole discretion, request Customer to prefund all Credit Entries that Customer desires to initiate and if Customer refuses, the Agreement may be terminated by Bank. Upon the Customer's prefunding, such funds are held for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for two Business Days after the settlement date.

8. File Confirmation System

Customer shall at all times comply with applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

- a. Control Totals.** If Customer elects to provide Bank with the total dollar value of ACH Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system each time it originates ACH Entries. After Bank receives Customer's ACH file, Bank will compare the information in the file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will not process a file if it does not receive conforming Control Totals on or before the established file delivery deadline on the Business Day it receives the file. Bank will notify Customer if the Control Totals do not match the information in the file, or if Bank receives a file without receiving Control Totals or vice versa.
- b. Confirmation of Receipt.** If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file

and/or batch. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

9. Rejected and Returned Entries, Unauthorized Entries

Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the Receiving Depository Financial Institution.

10. ACH Redeposit Service

If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

11. Amendment of Entries

Customer does not have the right to delete or amend any Entry after it has been received by Bank unless Customer has requested, and Bank has agreed to provide ACH Adjustment Services. If such Services are provided, Customer may initiate an amendment to ACH Entries after receipt by Bank. Customer may initiate such amendments via internet or fax in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established deadlines in order to be effective. Customer acknowledges that the ability to delete or reverse ACH transactions depends on the timing of the adjustment request.

a. Internet Option. If Customer has selected the Internet Option, Customer may use the Internet to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Fax Option. If Customer has selected the Fax Option, Customer may amend ACH files in accordance with this Agreement by sending instructions to Bank to delete Entries via facsimile. Bank will notify the Customer of the telephone numbers for facsimile and verbal instructions. Bank may from time to time change such telephone numbers or the form of instructions upon notification to the Customer. Customer acknowledges that the Internet Option may be substantially more secure than the Fax Option. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

12. Customer Representations

Customer represents to Bank that each Entry: (i) complies with the terms of this Agreement and NACHA Rules; (ii) does not breach any representation of Customer or Bank contained in this Agreement and NACHA Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations promulgated by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation that Bank makes, under applicable law and

NACHA Rules to any person, Receiving Depository Financial Institution, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. To the extent permitted by Colorado law, indemnification under the Agreement shall not require Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement.

13. Re-presented Check Entries

NACHA Rules allow Customer to initiate an ACH Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations regardless of which entity initiates the RCK Entry on its behalf:

- a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.
- b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.
- c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.
- d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)
- e. Any restrictive endorsement placed on the item is void or ineffective.
- f. Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates.
- g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

14. Internet-Initiated Entries

NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations regardless of which entity initiates the WEB Entry on its behalf:

- a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.
- b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.
- c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.
- d. Customer has established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. Currently, 128-bit RC4 encryption technology is the standard for financial transactions and is considered commercially reasonable. If technological advancements drive the commercially reasonable standard to change, Customer will reasonably comply with the new standard.

e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

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16. Accounts Receivable and Back Office Conversion Entries

NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and Customer makes the following additional representations regardless of which entity initiates the ARC or BOC Entry on its behalf:

- a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account; (ii) that funds may be withdrawn from the Receiver's account the same day payment is made; (iii) that the Receiver will not receive the check back from the Receiver's financial institution; and (iv) of Customer's phone number for inquiries regarding BOC Entries.
- b. Customer has established reasonable policies and practices for enabling a Receiver to opt-out of check conversion for a specific checking account.
- c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.
- d. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.
- e. The source document to which the ARC or BOC Entry relates will not be presented for payment.
- f. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.
- g. Customer shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.
- h. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.
- i. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.
- j. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

17. Point of Purchase (POP) Entries

NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, such POP Entry will comply with all provisions of this Agreement and applicable Rules and Customer makes the following additional representations regardless of which entity initiates the POP Entry on its behalf:

- a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.
- b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion.
- c. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.
- d. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

18. International ACH Transactions (IAT) Entries

NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer understands that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer also makes the following additional representations regardless of which entity initiates the IAT Entry on its behalf:

- a. Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.
- b. The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.
- c. In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

19. Third Party Vendors

If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor unless Vendor is required to be used by Bank and Bank will not be liable for any losses caused by the acts or omissions of Customer's Vendor.

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21. Cash Concentration/Deposit Reporting Services

Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize Receiving Depository Financial Institutions to honor such transactions.

22. ACH Positive Pay Service

ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer will monitor, review and make payment decisions on the exception items prior to Bank's established deadline. If Customer's requested default setup is for Bank to pay all exception items, then such exception items shall post to Customer's Account unless Customer has instructed Bank to return one or more exception items prior to the established deadline. If Customer's requested default setup is for Bank to return all exception items, then Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. To the extent permitted by Colorado law, indemnification under the Agreement shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, resulting from: (i) payment in accordance with this section of any exception item that is unauthorized; (ii) the return of any exception item to the Originator in accordance with this section, or (iii) Customer's failure to meet Bank's established deadlines.

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D. WIRE TRANSFER SERVICES

1. Introduction

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.23.A.). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

2. Security Procedures

Customer and Bank shall use security procedures as established by Bank. Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures. Customer agrees that any agreed security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of a payment order controlled by Customer. Customer will be bound by any payment order sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized. If Bank in good faith believes that changes in security procedures are immediately necessary to reduce the risk of an unauthorized funds transfer, Bank may initiate such changes immediately and give notice to Customer as soon as practicable. Customer and its Authorized Users and other Agents shall maintain the highest reasonable level of confidentiality with regard to security codes, test code procedures, other security devices and other aspects of these procedures and will take all steps necessary to prevent access to them by unauthorized persons.

3. Routing/Time Deadlines

Bank may use means and routes that Bank thinks in its own discretion are suitable for each outgoing wire transfer. Bank will establish from time to time a specific time of day after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

4. Recordation

Customer authorizes Bank in its discretion to record electronically or otherwise any telephone instructions and other conversations originated by Customer to Bank and by Bank to Customer.

5. Payment Orders

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with the Agreement and exhibits. Bank has no obligation to execute a payment order if Customer's account to

be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by first class mail that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

6. Confirmation of Outgoing Wire Transfers

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9. of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer will be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer will be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement, or applicable law. Customer acknowledges that not using confirmation procedures substantially increases the Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through electronic Bank applications. The confirmation of payment orders initiated by Customer through electronic Bank applications shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant application.

7. Advices

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank sends an outgoing wire transfer or receives an incoming wire transfer. If Customer selects telephonic advices, Customer will designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. To the extent permitted by Colorado law, indemnification under the Agreement shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

8. International Wire Transfers

Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing US dollar payment orders to selected countries may be converted by Bank or its correspondent to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain, unless Customer has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or the correspondent bank shall be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

9. Reverse Wire Transfers

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer will not transmit any reverse wire request in excess of available collected balances on deposit in the designated account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by

Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

10. Additional Limits on Bank's Liability

As to Wire Transfer Services, Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any third party transmission or communication, and no such entity described in this paragraph shall be deemed to be Bank's Agent under this Agreement. Notwithstanding the foregoing, Bank shall notify Customer if it has actual knowledge of any acts or omissions described above.

E. DATA TRANSLATION SERVICES

1. Introduction

Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of the Agreement and exhibits.

2. Scope of Services

Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks such as checks, wire transfers, ACH, credit card and SWIFT, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines

Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank in this Agreement and related documentation, or communicated to Customer. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information

Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank, and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer will notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests

Customer's requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Customer may from time to time request that Bank initiate electronic payments using the ACH network, the credit card network, the SWIFT network, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing, and means of transmission.

b. Check Payment Requests

Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank may require that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment, or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the attached fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer.

6. Security Procedures

Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems (other than access which occurs through the Bank) by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's third party trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

b. File Status Manager. File Status Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files.

Using a secure Web site, Customer may view the status of Data Translation files sent by Customer to Bank. If Customer selects this Service, Customer will promptly and regularly review the status of all files displayed in the File Status Manager and to notify Bank if any files sent by Customer were not received by Bank. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

F. COURIER SERVICES

1. Introduction

Courier Services are offered by Bank for Customers who require ground transportation for the pick-up, transportation and delivery of non-cash banking transactions to Bank locations other than a cash vault. Bank has selected a third party courier ("Courier") to provide the transportation Services on Customer's behalf.

2. Deposit Contents

Customer acknowledges that the Courier Services is not an armored delivery service and agrees to tender check-only deposits to the Courier. Customer agrees that it shall not deposit any currency, securities, documents or other items which cannot be reconstructed or duplicated. Any deposits of cash using this Service shall be at Customer's risk.

3. Courier as Contractor of Customer

Customer acknowledges and agrees that the Courier is the contractor of Customer and not of Bank. Until Bank actually receives a delivery in accordance with section 7 below, Bank assumes no risk of loss or theft by third parties or employees of the Customer or the Courier. Bank makes no representation regarding, and assumes no responsibility with respect to, any services performed or promised by the Courier. The Courier maintains ultimate responsibility for scheduling, movement and routing.

4. Packaging

Customer will tender deposits to the Courier using an undamaged and properly fastened bag. Customer shall prepare in duplicate, deposit tickets that list the deposit contents, the total dollar amount of the deposits, and the account or accounts of Customer at Bank to which the checks shall be deposited. Customer will place the original deposit ticket in the bag, and to retain the duplicate ticket.

5. Reconstruction

Customer will maintain a complete and accurate reconstructible deposit listing of each deposit given to the Courier. Customer will reasonably and promptly cooperate with Bank and/or the Courier in the notification, identification and replacement of any damaged, lost or destroyed deposit items. Such cooperation shall include reasonable requests by Customer to the makers of the checks to issue duplicates for the damaged, lost or destroyed items. Customer shall notify Bank of any damaged, lost or destroyed items no later than sixty (60) days following the day the items were delivered to the Courier.

6. Processing

Bank is authorized to open the bag and to process the contents in accordance with Bank's normal procedures and any applicable availability schedules. All deposits shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer absent manifest error. If Bank discovers a discrepancy between the contents of the bag and the deposit ticket, Customer hereby authorizes Bank to process and deposit the contents, and to complete an adjustment ticket, which will be mailed or delivered to Customer.

7. Actual Receipt Required

Bank is not liable for any losses, damage or destruction of items that occur while in the custody of the Courier. Bank shall not be considered as an insurer of any deposits placed with the Courier until such time the deposits are received and acknowledged by Bank. Deposits delivered to the Courier are not considered received by Bank until they are actually delivered to Bank's processing center.

8. Delivery of Deposits

Deposits delivered by the Courier after Bank's deadline for the receipt of deposits, may, at Bank's discretion, be held and credited to the Customer's account the next Business Day. Courier Service deliveries on Saturdays, Sundays and on days recognized as bank holidays (when available), shall be held and credited to the Customer's account the next Business Day.

G. CASH VAULT SERVICES

1. U.S. Currency

The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

2. Account

All deposits of currency, coin, checks and food coupons will be credited to, and all withdrawals of currency, coin and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer will not deposit any items, instructions or objects other than currency, coin, checks and food coupons, and assumes any and all risk of loss associated with tendering items not specified herein.

3. Deposits

a. Customer shall supply and maintain clear disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows: (i) currency and food coupons will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency and food coupons will be banded with 100 notes of the same denomination whenever possible; (iii) food coupon deposits must include Agricultural Department Redemption Certificates; (iv) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (v) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time, and any deposits received by Bank after its daily cut-off time may be considered to have been received on the next banking day.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one banking day, and (iii) coins, currency and food coupons will be counted and Bank's count will be the valid and controlling count.

c. If there is a currency and coin variance of more than \$10.00 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's currency and coin deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a currency and coin variance of \$10.00 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits, and shall credit Customer's account based on Customer's declared balance. Bank will notify Customer promptly by telephone of any deposit for which Bank's count varies from Customer's count by \$100.00 or more. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

4. Withdrawals

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only armored couriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency may be placed no later than the cut-off time established by Bank from time to time for delivery on the next banking day. Depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two banking days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

5. Processing

Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

6. Carrier Service

Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

7. Remote Cash Deposit

The Remote Cash Deposit Service allows Customer to contract directly with one or more armored carriers to utilize a 'smart' safe at one or more Customer locations that will enable Customer to receive Bank-offered provisional credit for the currency residing in each safe. If this Service is selected by Customer and agreed to by Bank, the armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to Bank. Bank shall not be responsible for the safe or any aspect of the Service provided by Customer's armored carrier. Prior to Bank's established cut-off time, the armored carrier will provide Bank with an electronic presentment file of the currency amount at each safe location. Bank will post to Customer's Account the credits, debits or adjustments in the presentment files sent by the armored carrier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the safe's currency acceptor. All coin, check, mutilated currency,

coupons or other similar items shall not be deposited in the safe, shall be handled by Customer as a separate deposit and will not be given provisional credit under the Remote Cash Deposit Service. Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than fifteen calendar days after Customer receives the provisional credit. Any physical currency not received by Bank within the applicable timeframes will be debited from Customer's Account without further notice. Bank shall charge Customer's Account for any counterfeit currency deposited in the safe. To the extent permitted by Colorado law, indemnification under the Agreement shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, arising directly or indirectly from Customer's failure to maintain sufficient funds in its Account to cover any obligations incurred hereunder. Customer acknowledges that all items deposited in the safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the safe located at any Customer location.

8. Representations

Customer represents to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

9. Regulatory Compliance

Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

10. Agents

Bank from time to time may use any third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Bank's use of such a third party or agent shall not relieve Bank of its obligations hereunder. If Customer uses its own vendor to provide a specific service for Customer, Customer agrees Bank shall not be liable for the actions of Customer's vendor.

H. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Bank reserves the right to require Customer to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks, and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer will maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to request that Customer convert the Disbursement Account into a standard prepaid checking account at any time. If Customer refuses to do so, Bank may terminate this Agreement following written notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless will fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Drafts/Warrants

a. Draft/Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which drafts or warrants shall be drawn and will be charged (the "Draft Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Draft Account.

b. Draft/Warrant Format. All drafts/warrants shall contain on the face of the item the words "draft" or "warrant," and "payable through U.S. Bank." Customer will also encode all drafts/warrants in accordance with Bank specifications. Customer will immediately make any changes to the format of the drafts/warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any draft/warrant drawn by Customer on the Draft Account shall be treated by Bank as a draft/warrant regardless of what appears on the face of the draft/warrant.

c. Presentment and Return. Bank shall make drafts/warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, draft number and dollar amount of all presented drafts/warrants and provide Customer with a front and back image of each draft/warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Draft/Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in the Agreement and exhibits. Customer shall notify Bank of each draft/warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a draft/warrant by the deadline established by Bank, such draft/warrant will be finally paid by Bank. Customer acknowledges that drafts/warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a draft/warrant following Bank's deadline, Customer will be responsible for Bank's failure to return the draft/warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any drafts/warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure including, but not limited to, earthquake, flood, hurricane, tornado, volcanic eruption, severe weather event or other act of nature, war, riot, civil disturbance, strike, lockout, and disruption in telecommunications service.

d. Examination of Drafts/Warrants. Bank shall have no responsibility to examine drafts/warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each draft/warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on drafts/warrants. Bank will not examine the dates on which drafts/warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any draft/warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Drafts/Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay its drafts or warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any draft/warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the draft/warrant.

f. Controlled Funding

(i) **Funding Account; Report of Incoming Debits.** If Customer has selected a Controlled Draft/Warrant Account, Customer will open and maintain a primary funding account ("Funding Account"). All drafts/warrants drawn shall be provisionally charged to Customer's Controlled Draft/Warrant Account on the Business Day of receipt by Bank and such charges shall become final and irreversible, except as to drafts/warrants that are dishonored as provided herein. Bank shall on each Business Day make reasonable efforts to electronically provide Customer with a report of the total aggregate amount of all presented drafts/warrants ("Items"), net of the prior day adjustment, and other charges to the Controlled Draft/Warrant Account (the "Total Clearings"). If for any reason Bank is unable to provide Customer with the Total Clearings, the Total Clearings for such day shall be estimated by Customer. Any discrepancies shall be reconciled on the following Business Day.

(ii) **Funding Procedures.** Customer shall maintain on deposit in the Funding Account sufficient collected and available funds to cover drafts/warrants charged to the Controlled Draft/Warrant Account. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated clearings charged against the Controlled Draft/Warrant Account. If Bank and Customer agree (in writing) to other methods of funding the drafts/warrants, Customer shall be responsible for compensating Bank for any uncollected funds which may occur and Bank may require suitable approval and the establishment of daily dollar limits.

(iii) **Adjustments.** Bank will compare the report of electronic presentments to the drafts/warrants presented against the Controlled Draft/Warrant Account. If the total dollar amount of drafts/warrants electronically reported is less than the total dollar amount of drafts/warrants presented, Bank will credit the Controlled Draft/Warrant Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

(iv) **Return of Items Unpaid.** Bank reserves the right, in Bank's sole discretion, to return a draft/warrant unpaid in the event that: (a) there are insufficient available and collected funds in the Funding Account by the established deadline to fund the Total Clearings; or (b) debits or charges cannot be posted because the Controlled Draft/Warrant Account or Funding Account is frozen, blocked, closed or otherwise unavailable.

(v) **Account Limitations.** Customer shall not initiate or authorize an ACH debit entry or other electronic debit or payment order from the Controlled Draft/Warrant Account.

I. POSITIVE PAY SERVICES

1. Introduction

Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications

Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer will issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer shall supply Bank with sample Items for testing.

3. Positive Pay

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Account"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Paid No Issues. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issue File ("Paid No Issue") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Paid No Issue Items prior to Bank's established deadline. If Customer's requested default setup is for Bank to pay all Paid No Issue Items, then Bank is authorized to finally pay any Paid No Issue Item unless Customer has instructed Bank to return the Paid No Issue Item prior to the established deadline. If Customer's requested default setup is for Bank to return all Paid No Issue Items, then Bank is authorized to return any Paid No Issue Item unless Customer instructs bank to pay a Paid No Issue Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this section of any Paid No Issue Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer; (ii) the return of any Paid No Issue Item to the depository bank in accordance with this section; or (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Paid No Issue Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All positive pay accounts will interface with the Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of the Bank with

Customer's Issue File. Bank may refuse to cash any Paid No Issue Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer will follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Paid No Issue Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option which is available only through SinglePoint®, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all positive pay accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Paid No Issue solely on the basis of the payee information.

f. Teller Payee Positive Pay. If Customer selects this option, Customer shall designate to Bank all positive pay accounts that shall use Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

4. Reverse Positive Pay

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Account"). When an Item is presented for payment against an identified Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Bank shall have no responsibility for any liability,

loss or damage resulting from (i) a payment in accordance with this section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

J. LOCKBOX SERVICES

1. Lockbox Service Requirements

Bank provides retail and wholesale Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Access to Mail

Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

3. Proprietary Rights

Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

4. Collections/Availability

Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

5. Transmission of Information

Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer acknowledges that the Lockbox Information may include confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer will notify Bank if Customer sends or receives protected health information using any Lockbox Service. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means may be more insecure and to the extent permitted by Colorado law, indemnification under the Agreement shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, for the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

6. Image Delivery Services

Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer will verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or

downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

7. Credit/Debit Card Processing

If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

8. Foreign currency-denominated items and items drawn on foreign banks

If Customer desires to have non-US dollar items processed by Bank, or items denominated in US dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the US dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

9. Customer Responsibility

Bank shall not be liable for any and all claims, demands, damages, losses, liabilities, penalties and expenses arising solely: (i) from Customer's breach of a representation under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to written and express direction of Customer or pursuant to the Agreement. This section 8 shall survive termination of the Agreement.

10. Wholesale Lockbox Processing

Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents. Customer shall not use any form of prepaid business reply mail envelopes for its lockbox remittances and shall review any proposed envelope changes with Bank prior to use.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer represents that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees, as set forth in

the exhibit hereto for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's 'Accept All Payees' designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. Notation Bank will disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

11. Retail Lockbox Processing

Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents. Remittances and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in remittances and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval.

a. Retail Lockbox ARC Services

Retail Lockbox ARC Services provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Lockbox Services Section and other relevant sections of the Agreement and exhibits. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Customer is responsible for providing and updating Bank with current information on its customers that have opted-out of ACH check conversion. Customer shall provide this opt-out information to Bank in a timely manner and in the appropriate MICR Data format that includes correct MICR line spacing and other technical details per Bank's requirements, so as to allow Bank to rely on this information prior to processing the checks. Bank will apply certain automated internal edits and screens to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for (i) electronically converting checks for which its customers had opted-out and for which Customer did not provide Bank with timely or accurate information; and (ii) for failure to electronically process checks if such processing would violate this Agreement, or any

other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image, or a substitute check.

K. RETURNED CHECK MANAGEMENT

If selected by Customer and agreed to by Bank, Customer may direct that checks deposited by Customer at multiple bank locations and which are returned by the drawee bank(s) ("Returned Items"), be processed by Bank regardless of the identity of the bank of first deposit. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Returned Items

All checks deposited by Customer shall have been endorsed by Customer using a form of endorsement and routing number(s) prescribed by Bank directing that all Returned Items be sent to Bank. Upon receipt of any Returned Items (which may include the original, substitute check, replacement paper document, or electronic image, of such Returned Items), Bank will process them as consolidated returned items and charge Customer's designated account. Customer acknowledges that the success of items processed via Returned Check Management is dependent on the quality, consistency and location of the routing information and endorsement stamp placed by Customer. All uncollected Returned Items shall be forwarded by Bank to Customer as described in the Implementation Documents.

2. Redeposited Returned Items

Upon Customer's request, Bank will automatically redeposit checks returned unpaid due to insufficient funds. Customer has a right to be notified whenever a check Customer deposits is returned unpaid. To simplify collection of these items, if these items are returned a second time, Customer will receive a standard notification together with the original, replacement paper document, or electronic image, of the Returned Items. Bank reserves the right to place a hold on any redeposited Returned Item.

3. Adjustments.

Customer shall not receive provisional credit if Customer's adjustment request is received by Bank fifteen (15) days past the initial return date that the Returned Item posted to the account. (In the case of a duplicate Returned Item, the 15 days runs from the date of posting of the first Returned Item). For these adjustment requests, Bank shall provide Customer with credit only upon Bank's receipt of credit from the Federal Reserve or from another financial institution.

4. Reporting; Fees and Charges

Bank shall provide Customer with Returned Item activity reports using the reporting method described in the Implementation Documents. The fees and charges assessed by Bank for processing Returned Items are described in the Implementation Documents or in the fee schedules provided by Bank to Customer as an exhibit to the Agreement.

5. Late Returns

Bank will not submit any late return claims for Returned Items, unless requested by Customer and subject to the late return fees described in the Implementation Documents or in the fee schedules provided by Bank to Customer. Bank will not give preliminary credit to Customer for any late return claims. If any late return claim is accepted, Bank shall credit Customer's designated account, as soon as, but not before, the funds relating to such late return claim are made available to Bank by the financial institution to which said late return claim was made.

6. Misrouted Items

From time to time, Returned Items may be routed by the drawee banks to the bank of first deposit. Customer shall provide all of its banks of first deposit with instructions, in a form acceptable to Bank, describing the procedures for re-directing misrouted items to Bank.

7. Electronic Return Services

National Automated Clearinghouse Association ("NACHA") Rules allows Customer to utilize ACH to electronically collect certain checks that have been returned unpaid for insufficient funds. In the event that Customer, Bank or its third party vendor initiates an ACH entry on Customer's behalf for check collection purposes ("RCK Entry") on Returned Items, Customer acknowledges that such RCK Entry will comply with all relevant provisions of this Agreement and NACHA Rules. Customer shall provide clear and conspicuous notice of its electronic check representation policy at the time the check is initially presented to Customer.

8. Collection Fee Services

If Collection Fee Services are offered by Bank, Customer may request that Bank or its third party vendor collect Returned Item fees on Customer's behalf. Customer will comply with all relevant provisions of this Agreement and all applicable laws, rules and regulations governing collection fees, including but not limited to, the Fair Debt Collection Practices Act and NACHA Rules. If Customer elects to collect Returned Item fees via ACH, Customer makes the following representations regardless of which party initiates the ACH entry on its behalf:

- a. Customer has obtained the consumer's authorization to collect Returned Item fees and has provided the consumer with an electronic or hard copy of the authorization.
- b. The authorization (i) is signed by the consumer and the signature stands alone and relates to the authorization language; (ii) is identifiable as an ACH debit authorization and clearly and conspicuously states its terms; (iii) contains information about how the consumer may revoke the authorization; and (iv) if stamped on the back of the check, is in the endorsement space provided.
- c. Customer shall retain the original or microfilm copy of the authorization for two years from the termination or revocation of the authorization.

9. Customer Authorizations

Customer authorizes (i) Bank to disclose to its third party vendor information concerning Customer to the extent required to deliver the requested Services; (ii) Bank or its third party vendor to debit or credit Customer's accounts to perform the Services hereunder; and (iii) Bank or its third party vendor to initiate RCK Entries, or collect Returned Item fees, on Customer's behalf in the event Customer selects Electronic Return Services or Collection Fee Services.

10. Compliance with Law

To the extent permitted by Colorado law, indemnification under the Agreement shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, for matters that arise directly or indirectly out of Customer's failure to comply with the provisions of this Agreement or applicable law, regulations and operating rules, including without limitation, the NACHA Rules.

L. FOCAL POINT PLUS

Bank offers Focal Point Plus Services to allow Customers to track transactions with location reporting. Focal Point Plus uses individual location codes ("Shadow Accounts") to simplify management of multi-location business and automatically identify transactions within a single account ("Master Account"). Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

V. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section V to the extent Customer is not using such Service(s).

A. INVESTMENT AND DEPOSITORY SERVICES

From time to time, Customer may make Time Deposits (defined below) at Bank through Bank's Money Center Department (the "Money Center Department"). All such transactions shall be effected upon the following terms and conditions.

1. Definitions.

a. "Time Deposit" means any time deposit now or hereafter maintained by Bank for Customer through the Money Center Department.

2. Interest on Time Deposits. All Time Deposits will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by Bank from time to time. Bank will advise Customer of the applicable interest rate at the time that the request for the Time Deposit is made.

3. Early Withdrawal of Time Deposits. Customer agrees that each Time Deposit will remain on deposit with Bank until the maturity date thereof. A penalty may be imposed if Customer withdraws the principal of any Time Deposit before the maturity date thereof. The amount of such penalty will be specified in the current fee schedule, which may be amended from time to time.

4. Amendment; Termination. Notwithstanding the provisions set forth in paragraph 28 of Section II above, Bank and Customer may amend the terms set forth in this Section V by signed writing at any time in any respect, effective upon thirty (30) days prior notice to Customer and Customer or Bank may terminate the Service(s) described in this Section V at any time effective upon notice to the other party. If any Service described in this Section V is terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination.

5. Notices. All notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. (All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Money Center Department representative at such address designated by Bank from time to time.

6. Recording Conversations. Customer acknowledges and agrees that Bank may record any telephone conversations with Customer without further notice.

B. TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with the Money Center Department.

The Electronic Delivery Service described in this Section V(B) shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations.

1. Electronic Delivery of Documents. Customer may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.

4. Reporting Unauthorized Transactions or Erroneous Statements
Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank via telephone within five business (5) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if Customer objects to the information provided. Absent such timely objection, Bank shall treat such information as accurate and conclusive.

5. Third Party Services. Customer acknowledges and agrees that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting Customer's or Bank's Internet service provider(s), phone operator(s), and such other similar entity ("Third Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate or available for use in locations outside the United States and accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with all local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection,

arrangements and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

EXHIBIT B

(exhibit follows)



Account Analysis & Billing
CITY & COUNTY OF DENVER

Consolidated Analysis Summary

Lead Account Number	XXXXXXXXXXXX
Earnings Credit Rate	5.25%
Negative Collected Rate	12.50%
Current Month Multiplier	228.57
Settlement Frequency	Annual

Balance Summary

Average Ledger Balance	\$	14,900,000.00
Average Float	-	0.00
Average Collected Balance	=	14,900,000.00
Average Negative Collected	\$	0.00
Average Positive Collected Balance	\$	14,900,000.00

Settlement Analysis

Average Positive Collected Balance	\$	14,900,000.00
Fee Based Collected Balance (Net of Reserves)	-	0.00
Collected Balance Available for Earnings Credit Services	=	14,900,000.00
Earnings Credit @ 5.25%		65,187.50
Interest Paid on Balances		0.00
Earnings Credit Based Service Charges	-	48,054.45
Current Month Surplus/(Deficit) Position	=	17,133.05
Net Service Charges	\$	<u><u>-</u></u>

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
Depository Services					
010000	Account Maintenance	18	\$ 5.00	\$ 90.00	\$ 20,571
010101	Paper Credits	2,307	\$ 0.05	\$ 115.35	\$ 26,366
010101	Electronic Credits	3,447	\$ 0.03	\$ 103.41	\$ 23,637
010100	Paper Debits	31	\$ 0.04	\$ 1.24	\$ 283
010100	Electronic Debits	803	\$ 0.03	\$ 24.09	\$ 5,506
010102	Combined Transactions/Items	347	\$ 0.00	\$ -	
150101	Reject Checks Paid		\$ 0.00	\$ -	
150101	For First 50 Per Acct		\$ 0.00	\$ -	
150101	For Over 50 Per Acct		\$ 0.60	\$ -	
100224	Deposited Item	22,406	\$ 0.05	\$ 1,120.30	\$ 256,069
100230	Rejected Preencoded Dep Item	1	\$ 0.18	\$ 0.18	\$ 41
100400	Returned Deposited Items	73	\$ 3.50	\$ 255.50	\$ 58,400

December 2023



Proforma Account Analysis

Page 2 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>		<u>Required</u>
100405	Returned Item Special Instruc		\$		0.00			
100405	For First 1	1	\$	5.00	\$	5.00	\$	1,143
100405	For Over 1	1	\$	5.00	\$	5.00	\$	1,143
100402	Redeposited Returned Item	37	\$	2.10	\$	77.70	\$	17,760
100440	Returned Item Email Notice	22	\$	2.00	\$	44.00	\$	10,057
100440	Returned Item Email Images	152	\$	1.75	\$	266.00	\$	60,800
100403	Returned Item Image Viewed	1	\$	1.00	\$	1.00	\$	229
100414	Returned Item Img Advice View	1	\$	1.00	\$	1.00	\$	229
100411	Returned Item Transmissions	22	\$	15.00	\$	235.00	¹ \$	53,714
100411	Returned Item Trans-Images	152	\$	1.25	\$	190.00	\$	43,429
000230	Deposit Coverage	14,900	\$	0.129	\$	1,922.10	\$	439,337
010320	Special Statements	9	\$	14.00	\$	126.00	\$	28,800
010310	Truncated Paper Stmt	1	\$	5.00	\$	5.00	\$	1,143
010307	Truncated Online DDA Statement	4	\$	0.00	\$	-		
010307	Image Online DDA Statement	14	\$	0.00	\$	-		
010310	Image Paper DDA Statement	2	\$	15.00	\$	30.00	\$	6,857
150240	Check Filter Monthly Maint	13	\$	5.00	\$	65.00	\$	14,857
150320	Check Filter Items Returned	1	\$	2.00	\$	2.00	\$	457
010600	Account Inquiry		\$	8.00	\$	-		
151351	Stmt-Number of Images		\$	0.00				
151351	For First 100 Per Acct	192	\$	0.00	\$	-		
151351	For Over 100 Per Acct	154	\$	0.035	\$	5.39	\$	1,232
	Subtotal Depository Services				\$	4,690.26	\$	1,072,059
	Account Reconciliation Services							
150030	Full/Positive Pay Maint		\$	0.00				
150030	For First 1 Per Acct	5	\$	25.00	\$	125.00	\$	28,571
150030	For Over 1 Per Acct		\$	15.00	\$	-		
150120	Full/Positive Pay - per Item	6,579	\$	0.025	\$	164.48	\$	37,594
150322	SP Checks Returned	8	\$	0.00	\$	-		
20020B	SP Issue/Cancel Input	1	\$	0.08	\$	0.08	\$	18
150310	SP Positive Pay Exceptions	30	\$	1.00	\$	30.00	\$	6,857
20020B	SP Issue Mnt Upload - per File		\$	0.00				
20020B	For First 6 Per Acct	1	\$	3.00	\$	3.00	\$	686
20020B	For Over 6 Per Acct		\$	0.00	\$	-		
150310	SP Unreviewed Payee Exceptions	1	\$	0.15	\$	0.15	\$	34
200201	Transmission Input	93	\$	6.00	\$	310.00	¹ \$	70,857
200301	ARP Transmission Output	1	\$	10.00	\$	10.00	\$	2,286
200301	ARP Transmission - per Item	19,648	\$	0.02	\$	392.96	\$	89,819
150122	Payee Positive Pay Maintenance	5	\$	15.00	\$	75.00	\$	17,143
151022	Payee Positive Pay-per Item	6,578	\$	0.025	\$	164.45	\$	37,589
150122	SP Payee Pos Pay Exceptions	1	\$	1.00	\$	1.00	\$	229
	Subtotal Account Reconciliation Services				\$	1,276.12	\$	291,683
	SinglePoint							
400272	Sp Current Day Per Acct		\$	0.00				
400272	For First 1	1	\$	10.00	\$	10.00	\$	2,286

December 2023



Proforma Account Analysis

Page 3 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Price</u>	<u>Collected</u>	<u>Balance</u>
								<u>Required</u>	
400272	For Over 1	20	\$	5.00	\$	100.00	\$		22,857
400272	Sp Current Day Per Item	5,082	\$	0.015	\$	76.23	\$		17,424
400272	Sp Previous Day Per Acct		\$	0.00					
400272	For First 1	1	\$	10.00	\$	10.00	\$		2,286
400272	For Over 1	20	\$	5.00	\$	100.00	\$		22,857
400272	Sp Previous Day Per Item	8,667	\$	0.015	\$	130.01	\$		29,715
010407	Account Analysis Report CSV	1	\$	2.50	\$	2.50	\$		571
010307	Monthly DDA Statement TXT	1	\$	5.00	\$	5.00	\$		1,143
409999	Monthly DDA Statement PDF	21	\$	0.00	\$	-			
250720	ACH Return and NOC Report		\$	0.00					
250720	For First 1	1	\$	2.00	\$	2.00	\$		457
250720	For Over 1	20	\$	1.00	\$	20.00	\$		4,571
250720	ACH Settlement Report	5	\$	15.00	\$	75.00	\$		17,143
250720	ACH Filter Rejected Item Rpt	6	\$	0.00	\$	-			
250720	ACH Filter Authorization Rpt	6	\$	0.00	\$	-			
409999	ICL File Acknowledgement Rpt	1	\$	0.00	\$	-			
409999	ICL Administrative Returns Rpt	1	\$	0.00	\$	-			
050311	SP Lockbox Detail Report	8	\$	50.00	\$	400.00	\$		91,429
400800	SP Extended Retention-12 mos	1	\$	20.00	\$	20.00	\$		4,571
401020	SP Token Monthly Maintenance	2	\$	0.00	\$	-			
400810	SP User Add/Modify/Delete	1	\$	0.00	\$	-			
400810	SP Account Add/Modify/Delete	1	\$	0.00	\$	-			
400820	SP Bank Assist Password Reset	1	\$	0.00	\$	-			
400110	Previous Day Xmit Mo Maint		\$	0.00					
400110	For First 1	1	\$	15.00	\$	15.00	\$		3,429
400110	For Over 1	20	\$	10.00	\$	200.00	\$		45,714
400110	Prev Day Xmit-per Transmit	22	\$	3.80	\$	83.60	\$		19,109
400232	Previous Day Xmit-per Item	8,667	\$	0.03	\$	260.01	\$		59,431
409999	SP Book Transfer Mo Maint		\$	0.00					
409999	For First 1	1	\$	7.50	\$	7.50	\$		1,714
409999	For Over 1	20	\$	0.00	\$	-			
409999	SP Book Transfer-per Transfer	1	\$	0.01	\$	0.01	\$		2
150410	SP Stop Payments Mo Maint		\$	0.00					
150410	For First 1	1	\$	7.50	\$	7.50	\$		1,714
150410	For Over 1	20	\$	0.00	\$	-			
150410	SP Stop Payments-per Stop	20	\$	3.50	\$	70.00	\$		16,000
150413	SP Stop Payments-per Revoke	1	\$	7.00	\$	7.00	\$		1,600
150412	SP Stop Pmt Renewal-per Stop	2	\$	1.25	\$	2.50	\$		571
250000	SP ACH Origination Mo Maint		\$	0.00					
250000	For First 1	1	\$	12.00	\$	12.00	\$		2,743
250000	For Over 1	16	\$	0.00	\$	-			
250000	SP ACH Positive Pay Mo Maint	17	\$	5.00	\$	85.00	\$		19,429
350000	SP Wires Monthly Maintena		\$	0.00					
350000	For First 1	1	\$	12.00	\$	12.00	\$		2,743
350000	For Over 1		\$	0.00	\$	-			
250000	SP ACH POS Pay Authorization	1	\$	1.00	\$	1.00	\$		229
250000	SP ACH POS Pay per Paid Item	1	\$	0.10	\$	0.10	\$		23
200201	SP Issue Maint Mo Maintenance		\$	0.00					
200201	For First 1	1	\$	7.50	\$	7.50	\$		1,714

December 2023



Proforma Account Analysis

Page 4 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>		<u>Required</u>
200201	For Over 1	4	\$	0.00	\$	-		
151350	SP Image Access Mo Maint	5	\$	7.50	\$	37.50	\$	8,571
409999	SP External Message Mo Maint		\$	0.00				
409999	For First 1	1	\$	10.00	\$	10.00	\$	2,286
409999	For Over 1	20	\$	0.00	\$	-		
409999	SP External User Message Sent	15	\$	0.00	\$	-		
409999	SP External User Task Sent	1	\$	0.00	\$	-		
	Subtotal SinglePoint				\$	1,768.96	\$	404,333
Wire Transfers								
350000	Wire Monthly Maint Voice-Pin	1	\$	0.00	\$	-		
350300	Incoming Fedwire	42	\$	5.00	\$	210.00	\$	48,000
350123	Internal Wire Credit	14	\$	3.00	\$	42.00	\$	9,600
350124	Internal Wire Debit	6	\$	3.00	\$	18.00	\$	4,114
350300	Incoming Fedwire Ctp	1	\$	5.00	\$	5.00	\$	1,143
350541	Repaired Outgoing Wire	1	\$	3.00	\$	3.00	\$	686
350540	Cancelled Outgoing Wire	1	\$	3.00	\$	3.00	\$	686
350100	SP Fedwire Repetitive	1	\$	2.00	\$	2.00	\$	457
350104	SP Fedwire Non-Repetitive	36	\$	2.00	\$	72.00	\$	16,457
350700	SP Intl USD Repetitive	1	\$	15.00	\$	15.00	\$	3,429
350700	SP Intl USD Non-Repetitive	1	\$	15.00	\$	15.00	\$	3,429
350120	SP Internal	1	\$	5.00	\$	5.00	\$	1,143
	Subtotal Wire Transfers				\$	390.00	\$	89,143
Faster Payments								
251110	AVS Status per Item	1	\$	0.00	\$	-		
251110	AVS Ownership per Item	1	\$	0.00	\$	-		
251110	AVS Translated Tot Mo per Item	2	\$	0.19	\$	0.38	\$	87
	Subtotal Faster Payments				\$	0.38	\$	87
Zero Balance Accounts								
010020	ZBA Lead	1	\$	10.00	\$	10.00	\$	2,286
010021	ZBA Subsidiary	10	\$	5.00	\$	50.00	\$	11,429
	Subtotal Zero Balance Accounts				\$	60.00	\$	13,714
Controlled Disbursements								
150000	Controlled Disb - Fixed	2	\$	25.00	\$	50.00	\$	11,429
150110	Controlled Disb - per Item	6,548	\$	0.04	\$	261.92	\$	59,867
	Subtotal Controlled Disbursements				\$	311.92	\$	71,296
Image Services								
151351	SP Cks Pd per item Stored	6,579	\$	0.01	\$	65.79	\$	15,038
151351	Dep Itms Img per Item Stored	28,099	\$	0.01	\$	280.99	\$	64,226
151352	SP Short Term Imgs Retrieved	13	\$	0.50	\$	6.50	\$	1,486

December 2023



Proforma Account Analysis

Page 5 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
	Subtotal Image Services		\$	353.28	\$ 80,750
	Lockbox				
050000	WLBX Monthly Maint-Denver		\$ 0.00		
050000	For First 1	1	\$ 100.00	\$ 100.00	\$ 22,857
050000	For Over 1	7	\$ 100.00	\$ 700.00	\$ 160,000
050300	WLBX Deposit-Denver	375	\$ 0.50	\$ 187.50	\$ 42,857
050100	WLBX per Item-Denver	13,269	\$ 0.27	\$ 3,582.63	\$ 818,887
050122	WLBX OCR Item-Denver	15,039	\$ 0.17	\$ 2,556.63	\$ 584,373
05011M	WLBX Corr-Only Item-Denver	1,539	\$ 0.35	\$ 538.65	\$ 123,120
05011R	WLBX Image Check/Coupon-Denver	43,347	\$ 0.03	\$ 1,300.41	\$ 297,237
05011R	WLBX Image Document-Denver	48,322	\$ 0.035	\$ 1,691.27	\$ 386,576
050126	WLBX Data Keystroke-Denver	344,892	\$ 0.007	\$ 2,414.24	\$ 551,827
050121	WLBX MICR Capture-Denver	13,269	\$ 0.01	\$ 132.69	\$ 30,329
050112	WLBX Sort-Denver	3,008	\$ 0.15	\$ 451.20	\$ 103,131
059999	WLBX Invoice Balance-Den	3,537	\$ 0.10	\$ 353.70	\$ 80,846
050112	WLBX Batch-Denver	13,269	\$ 0.10	\$ 1,326.90	\$ 303,291
050410	WLBX Mail Out-Denver	42	\$ 0.15	\$ 21.00	\$ 4,800
050111	WLBX Manual Mail - Denver	132	\$ 6.00	\$ 792.00	\$ 181,029
05013B	WLBX Cash Processing-Denver	2	\$ 10.00	\$ 20.00	\$ 4,571
050135	WLBX POS/Neg File-Denver	2	\$ 150.00	\$ 300.00	\$ 68,571
050401	WLBX Transmission-Denver		\$ 0.00		
050401	For First 1 Per Acct	1	\$ 150.00	\$ 150.00	\$ 34,286
050401	For Over 1 Per Acct	7	\$ 50.00	\$ 350.00	\$ 80,000
05011R	WLBX 7-10 Yr Arch Itm-Denver	91,669	\$ 0.035	\$ 3,208.42	\$ 733,352
05011R	WLBX Image CD/DVD Charge-Den		\$ 70.00		
05021Q	WLBX Web Decisioning Maint-Den	8	\$ 50.00	\$ 400.00	\$ 91,429
05021Q	WLBX Web Decisioning Item-Den	8	\$ 0.65	\$ 5.20	\$ 1,189
05011L	WLBX Package Prep-Denver	15	\$ 50.00	\$ 750.00	\$ 171,429
050500	WLBX Unproc/Reject Item-Denver	151	\$ 0.65	\$ 98.15	\$ 22,434
05011A	WLBX Photocopy-Denver	38	\$ 0.25	\$ 9.50	\$ 2,171
05011E	WLBX Env Return-Denver	38	\$ 0.12	\$ 4.56	\$ 1,042
050115	WLBX Doc Matching-Denver	38	\$ 0.15	\$ 5.70	\$ 1,303
05011R	WLBX Image Monthly-Denver	8	\$ 0.00	\$ -	
100214	Lockbox Deposited Item	28,308	\$ 0.04	\$ 1,132.32	\$ 258,816
	Subtotal Lockbox		\$	22,582.67	\$ 5,161,753
	Check Payables				
300000	Check Payables Monthly Maint		\$ 0.00		
300000	For First 1	1	\$ 100.00	\$ 100.00	\$ 22,857
300000	For Over 1		\$ 20.00	\$ -	
151810	Check Payables Check Payment		\$ 0.00		
151810	If 1 - 3000		\$ 0.22	\$ -	
151810	If 3001 - 25000	5,958	\$ 0.20	\$ 1,191.60	\$ 272,366
151810	If 25001 - 50000		\$ 0.19	\$ -	
151810	If 50001 - 100000		\$ 0.18	\$ -	
151810	If Over 100000		\$ 0.18	\$ -	

December 2023



Proforma Account Analysis

Page 6 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>		<u>Total</u>		<u>Collected</u>
				<u>Price</u>		<u>Price</u>		<u>Balance</u>
								<u>Required</u>
151830	Check Payables Check Addl Page	1	\$	0.20	\$	0.20	\$	46
151810	Check Payables Envelopes	5,958	\$	0.03	\$	178.74	\$	40,855
151850	Check Payables Postage	5,958	\$	0.507	\$	3,020.71	\$	690,447
151850	Chk Pay Additional Postage		\$	1.00				
151860	Check Payables Exp Mail	1	\$	6.00	\$	6.00	\$	1,371
300100	Check Payables Transmission	1	\$	5.00	\$	5.00	\$	1,143
150040	SPT Chk Payables Monthly Maint	1	\$	10.00	\$	10.00	\$	2,286
151810	SPT Chk Payables Per Check		\$	0.00				
151810	If 1 - 100 Per Acct	1	\$	0.45	\$	0.45	\$	103
151810	If 101 - 500 Per Acct		\$	0.35	\$	-		
151810	If 501 - 1000 Per Acct		\$	0.32	\$	-		
151810	If Over 1000 Per Acct		\$	0.29	\$	-		
20020B	MyEasyView Monthly Maintenance	1	\$	30.00	\$	30.00	\$	6,857
20020B	MyEasyView Per Item	1	\$	0.02	\$	0.02	\$	5
	Subtotal Check Payables				\$	4,542.72	\$	1,038,335
	ACH Services							
250000	ACH Monthly Maintenance	5	\$	10.00	\$	50.00	\$	11,429
250120	ACH Originated Addenda Item	40,501	\$	0.01	\$	405.01	\$	92,574
250501	ACH Process Run	160	\$	2.00	\$	275.00 ¹	\$	62,857
250102	ACH Orig Transit Item		\$	0.00				
250102	If 1 - 10000 Per Acct		\$	0.018	\$	-		
250102	If Over 10000 Per Acct	37,713	\$	0.018	\$	678.83	\$	155,162
250102	ACH Originated On-US Item		\$	0.00				
250102	If 1 - 10000 Per Acct		\$	0.018	\$	-		
250102	If Over 10000 Per Acct	16,409	\$	0.018	\$	295.36	\$	67,511
250310	ACH Redeposited Item	37	\$	1.00	\$	37.00	\$	8,457
250202	ACH Received Item	3,224	\$	0.03	\$	96.72	\$	22,107
250220	ACH Received Addenda Item	211	\$	0.01	\$	2.11	\$	482
250300	Unauth ACH Return - per Item	18	\$	4.50	\$	81.00	\$	18,514
250302	ACH Return-per Item	73	\$	2.00	\$	146.00	\$	33,371
251070	ACH Notification of Change	87	\$	1.50	\$	130.50	\$	29,829
250640	ACH Item Adjustment Request	1	\$	5.00	\$	5.00	\$	1,143
250641	ACH Batch Adjustment Request	2	\$	5.00	\$	10.00	\$	2,286
250102	Same Day ACH Orig Transit Item	1	\$	0.50	\$	0.50	\$	114
250642	ACH File Adjustment Request	1	\$	5.00	\$	5.00	\$	1,143
259999	SDA Special Processing		\$	175.00				
250102	SP ACH On-US Item	93	\$	0.03	\$	2.79	\$	638
250102	SP ACH Transit Item	146	\$	0.03	\$	4.38	\$	1,001
250102	SinglePoint SDA Transit Item		\$	0.50				
250505	SP ACH Process Run	4	\$	0.00	\$	-		
250302	SP ACH Rtn Item	1	\$	2.00	\$	2.00	\$	457
250300	SP Unauth ACH Ret - per Item	1	\$	4.50	\$	4.50	\$	1,029
251070	SP ACH NOC Item	1	\$	1.50	\$	1.50	\$	343
300010	ACH Remittance Monthly Maint		\$	0.00				
300010	For First 1	1	\$	15.00	\$	15.00	\$	3,429
300010	For Over 1		\$	10.00	\$	-		

December 2023



Proforma Account Analysis

Page 7 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Required</u>	
	Subtotal ACH Services			\$	2,248.21	\$	513,876
	Branch Coin/Currency Services						
10001Z	Cash Deposited-per \$100	1,731	\$	0.07	\$ 121.17	\$	27,696
100000	Branch Deposit Processing Fee	958	\$	1.00	\$ 958.00	\$	218,971
109999	Night Dep Processing-per Dep	1	\$	1.00	\$ 1.00	\$	229
100501	Cash Deposit Adjustment Fee	8	\$	4.00	\$ 32.00	\$	7,314
100003	Non-compliant BCF deposit fee		\$	15.00			
10004A	Currency Ordered-per Strap	85	\$	0.65	\$ 55.25	\$	12,629
100044	Coin Rolls Ordered-per Roll	65	\$	0.15	\$ 9.75	\$	2,229
100040	Standard Chng Order-per Order	38	\$	4.00	\$ 152.00	\$	34,743
150501	Non Customer On US Ck Cashing	49	\$	2.00	\$ 98.00	\$	22,400
	Subtotal Branch Coin/Currency Services			\$	1,427.17	\$	326,210
	CVS Coin/Currency						
100102	Safe Deposited per \$100	1	\$	0.05	\$ 0.05	\$	11
100154	Safe per Deposit	1	\$	0.75	\$ 0.75	\$	171
100501	Safe Cash Deposit Adjustment	1	\$	3.00	\$ 3.00	\$	686
100102	RCD - Cost of Cash	1	\$	0.065	\$ 0.07	\$	15
100114	Cash Dep-per \$100	29,310	\$	0.06	\$ 1,758.60	\$	401,966
100100	Cash Vault Deposit	2,317	\$	0.75	\$ 1,737.75	\$	397,200
100104	Envelope Deposit	1	\$	0.75	\$ 0.75	\$	171
100113	Coin Bag Deposited	1	\$	2.00	\$ 2.00	\$	457
100111	Loose Coin Deposit	350	\$	0.00	\$ -		
100501	Cash Dep Adjustment	10	\$	1.00	\$ 10.00	\$	2,286
100144	Individual Coin Roll	1,443	\$	0.07	\$ 101.01	\$	23,088
100146	Box Coin Ordered	334	\$	3.50	\$ 1,169.00	\$	267,200
10014A	Curr Order per Strap	527	\$	0.50	\$ 263.50	\$	60,229
100141	Std Cash Orders	83	\$	3.00	\$ 249.00	\$	56,914
100141	Non Std Cash Orders	1	\$	4.00	\$ 4.00	\$	914
109999	Mailed Receipts	6	\$	2.00	\$ 12.00	\$	2,743
	DDA65002 Coin Deposited per \$100	2,131	\$	0.09	\$ 191.79	\$	43,838
	DDA65099 Misc Vault Charge	948	\$	1.00	\$ 948.00	\$	216,686
	Subtotal CVS Coin/Currency			\$	6,451.27	\$	1,474,575
	VantagePoint						
40005Z	VP Monthly Maint - per Acct		\$	0.00			
40005Z	For First 1	1	\$	150.00	\$ 150.00	\$	34,286
40005Z	For Over 1	7	\$	35.00	\$ 245.00	\$	56,000
410000	Data Normalization - per Item	29,108	\$	0.01	\$ 291.08	\$	66,533
400110	VP Data Trans - per Trans	176	\$	7.50	\$ 330.00 ¹	\$	75,429
	Subtotal VantagePoint			\$	1,016.08	\$	232,247
	Electronic Deposit Services						
101300	EDM Monthly Maint - per Acct		\$	0.00			
101300	For First 1	1	\$	40.00	\$ 40.00	\$	9,143

December 2023



Proforma Account Analysis

Page 8 of 9

Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>	<u>Required</u>	
101300	For Over 1		\$	20.00	\$	-		
101300	Web Monthly Maint - per Wrkstn		\$	0.00				
101300	If 1 - 10	1	\$	22.00	\$	22.00	\$	5,029
101300	If 11 - 50		\$	22.00	\$	-		
101300	If Over 50		\$	22.00	\$	-		
109999	Deposit Credit	1	\$	0.40	\$	0.40	\$	91
101311	Image Check Item - On-Us	1	\$	0.06	\$	0.06	\$	14
101310	Image Check Item - Transit	1	\$	0.06	\$	0.06	\$	14
101311	Image Cash Letter Item - On-Us	568	\$	0.02	\$	11.36	\$	2,597
101310	Image Cash Letter Item-Transit		\$	0.00				
101310	If 1 - 10000 Per Acct	2,808	\$	0.036	\$	101.09	\$	23,106
101310	If 10001 - 25000 Per Acct		\$	0.036	\$	-		
101310	If 25001 - 100000 Per Acct		\$	0.036	\$	-		
101310	If Over 100000 Per Acct		\$	0.036	\$	-		
010101	Image Cash Letter Deposit Fee	20	\$	0.45	\$	9.00	\$	2,057
100230	Admin Return/Rejected Item	1	\$	2.97	\$	2.97	\$	679
101324	Image Cash Letter Transmission		\$	0.00				
101324	For First 1	1	\$	61.50	\$	61.50	\$	14,057
101324	For Over 1		\$	0.00	\$	-		
101300	ICL Monthly Maintenance		\$	0.00				
101300	For First 1	1	\$	75.00	\$	75.00	\$	17,143
101300	For Over 1		\$ 15.00		\$	-		
	Subtotal Electronic Deposit				\$	323.44	\$	73,929
	E-Lockbox							
310104	E-LOCKBOX Maintenance		\$	0.00				
310104	For First 1	1	\$	100.00	\$	100.00	\$	22,857
310104	For Over 1	7	\$	35.00	\$	245.00	\$	56,000
250202	ELBX Electronic Pymt RB Item	800	\$	0.00	\$	160.00		
250202	If 1 - 4999 Per Acct		\$	0.12	\$	-		
250202	If 5000 - 9999 Per Acct		\$	0.16	\$	-		
250202	If 10000 - 24999 Per Acct		\$	0.14	\$	-		
250202	If 25000 - 49999 Per Acct		\$	0.12	\$	-		
250202	If 50000 - 99999 Per Acct		\$	0.085	\$	-		
250202	If Over 99999 Per Acct		\$	0.06	\$	-		
250302	E-LOCKBOX Return Item	1	\$	6.00	\$	6.00	\$	1,371
250302	E-LOCKBOX NOC Item	1	\$	5.00	\$	5.00	\$	1,143
250312	E-LOCKBOX Stopped Payment	1	\$	1.00	\$	1.00	\$	229
	Subtotal E-Lockbox				\$	517.00	\$	264,457
	International Banking							
609999	Returned International Item	1	\$	15.00	\$	15.00	\$	3,429
100310	Un-Encode CAD/USD Item	2	\$	2.50	\$	5.00	\$	1,143
	Subtotal International Banking				\$	20.00	\$	4,571
	Miscellaneous Charges							

December 2023



Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>		<u>Total</u>		<u>Collected</u>	<u>Balance</u>
							<u>Price</u>		<u>Required</u>	
010630	Audit Confirms	2	\$		0.00	\$	-			
000371	Invoice Fee	3	\$		25.00	\$	75.00	\$	17,143	
	Subtotal Miscellaneous Charges					\$	75.00	\$	17,143	
	Total Service Charges					\$	48,054.45	\$	11,130,161	
One Time and Annual Charges										
400820	VP Setup - per Customer	1	\$		0.00	\$	-			
101330	Web Client Setup and Training	1	\$		0.00	\$	-			
101333	Digital Chk TS240 x50 Scanner	1	\$		0.00	\$	-			
101333	Digital Check TS240 Warranty	1	\$		0.00	\$	-			
101330	ICL Implementation Fee	1	\$		0.00	\$	-			
101333	Scanner Replacement	1	\$		0.00	\$	-			
310100	E-LOCKBOX Setup	1	\$		0.00	\$	-			
100440	Returned Item Trans Setup	1	\$		0.00	\$	-			
159999	Check Filter Setup	13	\$		0.00	\$	-			
200410	Setup Full ARP	5	\$		0.00	\$	-			
151600	Payee Positive Pay Setup	5	\$		0.00	\$	-			
010702	ZBA Setup	1	\$		0.00	\$	-			
159600	Controlled Disb - Setup	2	\$		0.00	\$	-			
050002	WLBX Annual Rental-Denver	8	\$		54.00	\$	432.00	\$	98,743	
050138	WLBX Setup Fee-Denver	3	\$		0.00	\$	-			
05021Q	WLBX Scannable Setup Fee-Den	5	\$		0.00	\$	-			
05011R	WLBX Image Setup-Denver	8	\$		0.00	\$	-			
151880	SPT Chk Payables Setup Fee	1	\$		0.00	\$	-			
300300	Check Payables Setup Standard	1	\$		0.00	\$	-			
251000	ACH Direct Setup	1	\$		0.00	\$	-			
300320	ACH Remittance Report Setup	1	\$		0.00	\$	-			
	Total One Time and Annual Service Charges					\$	432.00	\$	98,743	

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity.

Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

Cost of Cash fee is subject to change as market rates change.

Attachment B: PRO-FORMA PRICING**Service Group 2: Lockbox Processing Services**

	Service Description	Average Monthly Volume	Proposed Unit Cost	Proposed Monthly Cost
WHOLESALE LOCKBOX				
050001	Wholesale Lockbox Maintenance	3	100.0000	\$300.00
050003	Wholesale Lockbox - Shadow Boxes for Exception Items	5	-	\$0.00
050100	Wholesale Lockbox Item	13,269	0.2700	\$3,582.63
05011L	Wholesale Lockbox Paper Delivery Prep	322	-	\$0.00
05011M	Wholesale Lockbox No Check Item	1,531	0.3500	\$535.85
059999	Wholesale Lockbox Incoming Courier Package	132	6.0000	\$792.00
05011P	Wholesale Lockbox Balancing	3,537	0.1000	\$353.70
05011R	Wholesale Lockbox Document Image Capture	33,283	0.0350	\$1,164.91
050113	Wholesale Lockbox Group/Sorts - Complex	3,039	0.1500	\$455.85
050121	Wholesale Lockbox Check MICR Capture	27,403	0.0100	\$274.03
050126	Wholesale Lockbox Data Capture	344,892	0.0070	\$2,414.24
05013B	Wholesale Lockbox Cash Processing	2	10.0000	\$20.00
050137	Wholesale Lockbox Custom Programming	4	-	\$0.00
050300	Wholesale Lockbox Deposit Preparation	403	0.5000	\$201.50
050302	Wholesale Lockbox Additional Daily Deposit	14	0.5000	\$7.00
050310	Wholesale Lockbox Email/Fax Detail Reporting (through SP notification email/fax)	8	50.0000	\$400.00
05041Z	Wholesale Lockbox Outgoing Package Prep (1 per month per account = volume of 8)	15	50.0000	\$400.00
050410	Wholesale Lockbox Postage	170	pass-thru	
050530	Wholesale Lockbox Unprocessable Item	151	0.6500	\$98.15
10021Z	Wholesale Lockbox Check Clearing	27,403	0.0400	\$1,096.12
SCANNABLE LOCKBOX				
050101	Scannable Lockbox Maintenance	5	100.0000	\$500.00
050013	Scannable Lockbox - Shadow Boxes for Exception Items	1	-	\$0.00
050101	Scannable Lockbox Item	14,135	0.2700	\$3,816.45
05011P	Scannable Lockbox Balancing	14,395	0.1000	\$1,439.50
05011R	Scannable Lockbox OCR Document Image Capture	15,039	0.1700	\$2,556.63
059999	Scannable Lockbox Special Image Handling	759	-	\$0.00
050113	Scannable Lockbox Sort - Manual	1,369	0.1500	\$205.35
050122	Scannable Lockbox OCR Document	15,039	0.1700	\$2,556.63
INTEGRATED RECEIVABLES & PAYABLES - REPORT				
050005	Receivables Online Imaging - Maintenance (* assume image per account - 8 accounts)	14 *	-	\$0.00
05031Z	Receivables Reporting - Maintenance (VantagePoint, 8 accts; 1st is \$150; add'l are \$35)	29	see formula	\$395.00
410000	Data Normalization - per Item (VantagePoint)	29,108	0.0100	\$291.08
050135	Wholesale Lockbox Stop File Processing Optional	2	350.0000	\$700.00
050400	Receivables Outbound File Transmission (VantagePoint/trans; max \$330/mo)	14	15.0000	\$315.00
050401	Receivables Transmission - Per Item	50,031	-	\$0.00
310000	Extended Image Storage - Per Item (see items below)	843,557		
050620	Long Term Storage - Check (10 year image access, charged when stored)	27,314	0.0350	955.99
050620	Long Term Storage - Document (10 year image access, charged when stored)	48,258	0.0350	1,689.03
ADDITIONAL SERVICES NECESSARY TO MEET CORE RFP REQUIREMENTS				
<i>Estimate volumes for each service</i>				
05011A	WLBX Photocopy-Denver	-	0.2500	\$0.00
05011E	WLBX Env Return-Denver	-	0.1200	\$0.00
050115	WLBX Doc Matching-Denver	-	0.1500	\$0.00
050410	WLBX Mail Out-Denver	-	0.1500	\$0.00
05011R	WLBX Image Setup-Denver	8	-	\$0.00
05021Q	WLBX Scannable Setup Fee-Den	5	-	\$0.00
050138	WLBX Setup Fee-Denver	3	-	\$0.00
050002	WLBX Annual Rental-Denver (P.O. Box pass-thru cost)	8	54.0000	\$432.00
	TOTAL MONTHLY COST			\$27,516.64
SECONDARY SERVICES PROPOSED				
050135	WLBX POS/Neg File-Denver	-	150.0000	\$0.00
05021Q	WLBX Web Decisioning Maint-Den (workflow decisioning done through VantagePoint)	-	50.0000	\$0.00
05021Q	WLBX Web Decisioning Item-Den	-	0.6500	\$0.00

EXHIBIT C

(exhibit follows)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Inc. 80 South 8th Street Suite 700 Minneapolis, MN 55402 INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L20I Minneapolis, MN 55402	1-612-333-3323 CONTACT NAME: Dawn Heinemann and Melody Kronbach PHONE (A/C No. Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: OLD REPUBLIC INS CO</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: OLD REPUBLIC INS CO	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: OLD REPUBLIC INS CO	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 68939559
REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY31397923	08/01/23	08/01/24	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		MWTB31397723	08/01/23	08/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A			MWC31397623	08/01/23	08/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Automobile Liab.			MWZX31398123	08/01/23	08/01/24	LIMIT \$ 4,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials, employees, and volunteers are additional insured as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions.

CERTIFICATE HOLDER
CANCELLATION

CON City and County of Denver Manager of Revenue 201 W. Colfax Avenue Denver, CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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 ddebuhr
68939559



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): 8003630105	
	E-MAIL ADDRESS:	
INSURED U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570102583781 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			EONG25602894007 Claims Made - Third Party SIR applies per policy terms & conditions	11/15/2022	11/15/2023	Aggregate Limit \$10,000,000

Certificate No : 570102583781

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER City and County of Denver Attn: Alyssa Garrity, Dept. of Finance 201 W. Colfax Ave. Denver CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">CONTACT NAME: Marsh U.S. Operations</td> </tr> <tr> <td style="padding: 2px;">PHONE (A/C. No. Ext): 866-966-4664</td> </tr> <tr> <td style="padding: 2px;">FAX (A/C. No.): 212-948-5382</td> </tr> <tr> <td style="padding: 2px;">E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center; padding: 2px;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; padding: 2px;">NAIC #</th> </tr> <tr> <td style="padding: 2px;">INSURER A : Indian Harbor Insurance Company</td> <td style="text-align: center; padding: 2px;">36940</td> </tr> <tr> <td style="padding: 2px;">INSURER B :</td> <td></td> </tr> <tr> <td style="padding: 2px;">INSURER C :</td> <td></td> </tr> <tr> <td style="padding: 2px;">INSURER D :</td> <td></td> </tr> <tr> <td style="padding: 2px;">INSURER E :</td> <td></td> </tr> <tr> <td style="padding: 2px;">INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Marsh U.S. Operations	PHONE (A/C. No. Ext): 866-966-4664	FAX (A/C. No.): 212-948-5382	E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Marsh U.S. Operations																			
PHONE (A/C. No. Ext): 866-966-4664																			
FAX (A/C. No.): 212-948-5382																			
E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com																			
INSURER(S) AFFORDING COVERAGE	NAIC #																		
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INSURER B :																			
INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			
INSURED U.S. BANCORP AND ITS SUBSIDIARIES 200 S. 6th STREET EP-MN-L20I MINNEAPOLIS, MN 55402																			

COVERAGES	CERTIFICATE NUMBER: CHI-010481146-01	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS			US00122494BL22F	11/15/2022	11/15/2023	Aggregate Limit: 10,000,000
A	FI BOND (CRIME)			US00122494BL22G	11/15/2022	11/15/2023	Aggregate Limit: 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: U.S. Bank Denver Tower 950 17th ST 12th Floor, Denver, CO 80202 | DN-CO-T12R
 Government Banking

CERTIFICATE HOLDER City and County of Denver Attn: Alyssa Garrity, Dept of Finance 201 W. Colfax Ave Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right; margin-top: 20px;"><i>Marsh USA LLC</i></p>
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