

AGENDA

Special Meeting of the
Nichols Hills Investment Policy Committee
Tuesday, March 29, 2016 at 4:00 PM
Public Works, 1009 NW 75th
Nichols Hills/OKC, OK 73116

HEARING IMPAIRED: Upon the receipt of a written request 48 hours prior to all public meetings, a certified signer will be provided for the hearing impaired.

1. Call to Order

3. Minutes
 - a. February 16, 2016 minutes

4. Report by the City Treasurer concerning investments and the status of relationships with approved depository institutions

5. Items for Separate Vote - General
 - a. Discussion, consideration and possible action to recommend selection and approval of a banking institution to provide depository, banking and investment services in connection with the City's operational accounts.
 - b. Discussion, consideration and possible action to recommend changes to the existing Investment Policy.
 - c. Discussion and consideration regarding the operation of the City's Investment Policy and possible practical impacts of a change in banking services providers under the Investment Policy.
 - d. Discussion, consideration and possible action to recommend revisions to the list of approved depository institutions under the City's investment policy.
 - e. Discussion, consideration and possible action to recommend adoption of a list of approved broker/dealers pursuant to the City's Investment Policy.

6. Adjournment

I certify that the forgoing was filed in the Office of the City Clerk at 9:50 AM on the 24th day of March, 2016 and posted in prominent view on the bulletin board at City Hall, also known as Town Hall, 1117 NW 63rd St, and Public Works, 1009 NW 75th Street, Nichols Hills, Oklahoma, at 1 PM on the 24th day of March, 2016.



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Special Meeting of the
Nichols Hills Investment Policy Committee
Tuesday, February 16, 2016 at 4:00 PM
Town Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

Original Agenda Filed in the Office of the Municipal Clerk at 8:45 AM on the 12th day of February, 2016.

1. Call to Order

Attendee Name	Title	Status	Arrived
Kristi Hort	City Clerk/Finance Director	Present	
Gerald Marshall		Present	
Johnson Hightower		Present	
Greg Wheeler		Present	
Patrick Rooney		Present	

3. Minutes

a. November 16, 2015 minutes

Marshall moved to approve the November 16, 2015 minutes as presented. Wheeler seconded the motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gerald Marshall
SECONDER:	Greg Wheeler
AYES:	Hort, Marshall, Hightower, Wheeler, Rooney

4. Report by the City Treasurer concerning investments and the status of relationships with approved depository institutions

City Treasurer Marshall requested verification that all approved banks have Tri-Party Agreements in place with the City of Nichols Hills, prior to circulation of the Request for Banking Services Proposal.

5. Items for Separate Vote - General

a. Discussion, consideration and possible action concerning revision and completion of a request for proposals for depository banking and investment services.

Chairman Hightower opened this item for discussion. Committee members reviewed the proposed draft RFP for Banking Services. Marshall moved to approve the Request for Banking Services Proposal as presented, be submitted all approved depositories, per the Investment Policy. Wheeler seconded the motion.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gerald Marshall
SECONDER: Greg Wheeler
AYES: Hort, Marshall, Hightower, Wheeler, Rooney

- b. Discussion, consideration and possible adoption of a resolution or other action recommending changes to the list of approved depository institutions pursuant to the City's Investment Policy.

No action taken.

- c. Discussion, consideration and possible adoption of a resolution or other action recommending a new or amended list of approved broker/dealers pursuant to the City's Investment Policy.

Committee members discussed options of brokers/dealers for the city's investments. Following discussion, City Treasurer Marshall requested members to prepare to present a list possible brokers/dealers at the next Investment Committee meeting.

BACKGROUND:

- ┘ The broker/dealers approved by the City Council shall be registered to do business within the state, and the list of approved broker/dealers may include a combination of primary, regional, and local dealers that qualify under the Securities and Exchange Commission Rule 15C3-1.

6. Adjournment

There being no further business, Marshall moved to adjourn the meeting. Wheeler seconded the motion.

RESULT: APPROVED [UNANIMOUS]
MOVER: Gerald Marshall
SECONDER: Greg Wheeler
AYES: Hort, Marshall, Hightower, Wheeler, Rooney



**Response to the City of Nichols Hills
Request for Proposal**



Presented to:

**City of Nichols Hills
Kristi Hort, City Clerk
6407 Avondale Drive
Nichols Hills, OK 73116**

March 22, 2016



Proposal Content Table of Contents

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March 22, 2016

Kristi Hort
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Dear Mrs. Hort:

BancFirst is honored to present this proposal for banking services to you. We value our longstanding relationship with the City of Nichols Hills and are very interested in continuing to provide you exemplary services. We believe BancFirst is uniquely qualified to be your bank of choice.

As Oklahoma's largest state-chartered bank and with all of our locations in communities within this state, we are singularly focused on Oklahoma and our citizens. BancFirst is consistently named as one of the top performing banks in the nation and our financial strength and commitment to Oklahoma is unmatched by any other bank.

We recognize that banking remains a *service* industry and therefore we believe that maintaining a strong commitment to quality customer service, coupled with state-of-the-art technology, can bring unmatched value to The City of Nichols Hills. If selected, BancFirst will continue to provide you with unparalleled, hands-on customer service. BancFirst can provide all of the requested and proposed services, and we are prepared and stand ready to serve your office.

BancFirst would be honored to remain as the Depository bank for the City of Nichols Hills. We thank you for the opportunity to retain your business and look forward to our continued relationship with you and your staff.

Respectfully,

Cheryl Borelli
Senior Vice President
Private Banking

Ashlea Briggs
Senior Vice President
Treasury Services



Why BancFirst?

Our Roots Run Deep Throughout Oklahoma

With our banking roots planted over 100 years ago, BancFirst has a rich history that parallels the history of the state we serve. It is a history filled with vitality, innovation and mutual cooperation. As Oklahoma has seen steady growth, so too, has BancFirst. Once a confederation of small community banks throughout the state, BancFirst is now Oklahoma's largest state-chartered bank with assets totaling \$6.7 billion. Our branch network includes 98 banking locations in 54 Oklahoma communities.

Stability and Service

BancFirst is the largest publically traded, state-chartered bank within the State of Oklahoma. BancFirst is consistently ranked as one of the top performing banks in the nation, based on profitability, capital adequacy and asset quality.

As a full-service financial institution, BancFirst is dedicated to a higher standard of customer care and customer service. With a focus on commercial customers, BancFirst is committed to providing the very latest in banking technology and state-of-the-art services coupled with highly personalized service and local decision making.

Our Hallmark

BancFirst has never been slow to take advantage of technological opportunities, but we've also never lost sight of a basic banking truth; that ultimately, every banking relationship is a relationship between people. Responsiveness and face-to-face service has become the BancFirst hallmark. That's why so much of our business is built on long-term relationships with customers.

Our ability to uncover markets where customers desire our combination of quality, personal service, innovation, flexible delivery and strong capital resources is the catalyst for our success. Customers appreciate the bank's hands-on approach and the opportunity to work with some of Oklahoma's top banking professionals.

BancFirst is a publicly held company and is listed on the NASDAQ National Market System under the symbol BANF. BancFirst is a member of the FDIC and is an Equal Housing Lender.

REQUIRED BANKING SERVICES

This list indicates all bank services to be provided by the bank under this agreement. Attachment I lists each of these services. The bank should use this attachment to provide the specific price for each service.

1. An account executive must be assigned to the City to assist and expedite the solution of potential problems.
 - **BancFirst will comply.**
 - **A Senior Vice President will be assigned to the City of Nichols Hills, as the primary contact and will assist with all aspects of the banking relationship. BancFirst will provide additional team members that support the services provided to the City of Nichols Hills, and they will be available to assist the City as needed.**
 - **See Section 5 for the BancFirst Relationship Structure & Relationship Team.**
2. Depository accounts to maintain regular daily activities. Currently, the city maintains eleven such accounts. This number may vary.
 - **BancFirst will comply.**
3. City requires that a night depository be available after 5 PM.
 - **BancFirst will comply.**
4. Collateralization of all account balances by 110 percent.
 - **BancFirst will collateralize account balances by 110%, at all times. BancFirst will provide the City with a monthly Pledged Collateral Report for confirmation of maintaining 110% collateral for account balances.**
5. The bank will provide standard banking supplies and services; including but not limited to, deposit slips, deposit tamper proof bags, depository keys and secured deposit bags at no additional cost to the City. The City will provide all checks.
 - **BancFirst will comply.**
 - **See Section 3 for Proposed Fee Schedule.**
6. Monthly account and account analysis statements, confirmations and other report related features within two (2) business days after month end. Monthly account statements must include images of all deposits and withdrawals.
 - **BancFirst will comply.**

- Checking account statements, with requested images, are available via the Business Online Banking, eStatement module by the 2nd business day of the month or available via the mail by the 2nd or 3rd business day of the month.
 - The Account Analysis statements, detailing activity volumes, are available the 6th or 7th business day of the month and can also be delivered via the eStatements module as well.
 - BancFirst offers a Balance Reporting Module via the Business Online Banking. This module displays current and previous day activity, in real time, and can be displayed as a Favorite Report and pulled on demand.
 - BancFirst produces a monthly Pledged Collateral Report for confirmation of maintaining 110% collateral for account balances. This report is emailed by the 2nd business day of each month.
7. Online banking access allowing the City to wire funds, transfer funds and submit ACH/EFT transactions.
- **BancFirst will comply.**

BancFirst's balance reporting product *Business Online Banking (BOB)* is a browser-based online banking service which allows authorized individuals to access the City's enrolled bank accounts via the internet. Each authorized user is provided a unique login ID and password which is required by the SSL-encrypted browser when accessing our servers.

In addition to balance reporting, Business Online Banking provides account activity details, allows for account transfers, provides check and deposited item images, allows for wire transfers, ACH transactions and makes available several managerial and audit reports all in a secure environment.

This information is available 24 hours a day, 7 days a week.

8. Wire Transfer Services: The City currently generates between four (4) and eight (8) incoming and outgoing wires each month. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures.
- **BancFirst will comply.**
 - **Wire transfers can be initiated via the Business Online Banking Wire Module, over the phone, or in person.**

BancFirst's online banking allows clients to originate both domestic and international wires online. BancFirst's online banking security prompts each authorized user for a onetime 6 digit code at login and/or at financial transaction

level. This one time passcode provides for out of band verification to help secure your online banking credentials from compromise by key loggers and malware. This code is delivered via SMS text message or voice authorization.

It is recommended that all customers initiating wires online utilize dual control as a standard security measure, with separate users for origination and approval. Individual account limits and user limits can be set to help further tighten wire access online. A wire report and an audit log are both available via the online banking for review of user wire activity.

BancFirst offers enhanced wire notifications for incoming, outgoing, or both wire types. This notification is automatically generated to your email address(es), which will include the Fed Reference Number.

Additionally, BancFirst offers alert emails and SMS texts for notification of incoming and outgoing wire activity.

Wire transfers initiated over the phone require the customer to have an executed Funds Transfer Agreement, i.e. wire agreement, to be on file with instructions on which parties are authorized to originate wires. A unique passcode must be provided by the wire originator for verification before the wire is released.

See Section 7 for the BancFirst Funds Transfer Agreement and Business Online Banking Wire Service Forms.

9. Must provide direct deposit services.

- **BancFirst will comply.**
- **BancFirst offers multiple types of ACH origination for outgoing payments, to include direct deposit for payroll. The City of Nichols Hills can use the ACH module located within the Business Online Banking to upload or import a NACHA formatted file. These payments will be directly deposited into the account specified at the recipient's financial institution.**

Payment options include one and two-day settlements and are initiated at your discretion. ACH files can be transmitted to the bank in advance where they are warehoused until the proper settlement date arrives

10. Must provide remote deposit services.

- **BancFirst will comply.**

BancFirst's Remote Deposit processing provides The City of Nichols Hills the ability to process deposits from your office thereby eliminating trips to the bank. Deposits would be processed using an approved check scanner connected to a standard PC with web access from a location of convenience determined by you. Our Remote Deposit solution creates a virtual deposit slip for each deposit and virtually endorses each check as it is scanned.

Deposit transmissions are forwarded to the bank using an encrypted web browser with same-day deposit processing through 6:00pm. Scalable security levels allow for customization of user access rights to correspond with your established internal controls. After deposited have been submitted, the Remote Deposit system offers a searchable online tool for research and history of deposited items.

11. Must provide check protection (“positive pay”) services.

- **BancFirst will comply.**
- **Positive Pay provides the best defense available to combat check fraud and ACH fraud. In recent years, financial institutions have seen a dramatic increase in the number of check fraud and ACH fraud cases filed. In many situations, liability falls to the accountholder and therefore BancFirst strongly encourages all commercial customers to seriously consider this service as a defense mechanism.**

Checks presented against an account enrolled for this service will not be paid unless the serial number, payee name, and dollar amount of the check match perfectly with the information you provide to the bank. Any unmatched items are reported daily in an exception items report which is presented to the customer for review via our web portal. This allows the accountholder the ability to refuse payment on any unauthorized items prior to their clearing the account.

The City of Nichols Hills can either submit an issued items file as checks are written, or subscribe to our SAND™ positive pay services. SAND™ affixes an encrypted bar code on the face of your check which acts as the issued item file thereby eliminating all item transmission requirements.

ACH activity will not be paid unless the client authorizes BancFirst to do so. Rules can be set within the online system to allow for certain originators to clear each time without further review.

Positive Pay ACH Exceptions must be cleared by 1:30pm CST. Positive Pay Check Exceptions must be cleared by 2:00pm CSP.

12. Automatic redeposit of returned checks a second time, if the instruments are initially dishonored due to “NSF” notations. NSF fees are to be assessed against the monthly analysis.

- **BancFirst will comply.**

13. Stop Payment fees shall be waived.

- **BancFirst will comply.**
- **See Section 3 for Proposed Fee Schedule.**

14. Courier services provided and fees assessed against the monthly analysis.

- **BancFirst will comply.**

Attachment I – Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker / Dealer			
Earnings Credit – Each Account	See Section 6	Monthly	See Section 6
DDA Maintenance	8.00	Monthly Maintenance	
Deposit	.15	Per Item	
Deposited Checks (on your bank)	.03	Per Item	
Deposited Checks from Oklahoma	.062	Per Item	
Deposited Checks - Out of State	.092	Per Item	
Deposited Checks – Government	.03	Per Item	
Deposited Checks - Other	.062	Per Item	
Return Items	2.00	Per Return	
Deposit Correction Fee	3.00	Per Correction	
Checks Paid	.15	Per Item	
Stop Payment Fee	27.00	Per Stop	Waive
ACH & Electronic Debit	.15	Per Item	
ACH & Electronic Credit	.15	Per Item	
Positive Pay Service	50.00	Monthly Maintenance	
Positive Pay ACH Per Item	.01	Per Item	
Positive Pay Check Per Item	.01	Per Item	
ACH Origination Fee	30.00	Monthly Maintenance	

City of Nichols Hills and Nichols Hills Municipal Authority
Banking and Investment Services RFP
Spring 2016

Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
ACH / Originated	.08	Per Item	
ACH / Files Transmitted	7.50	Per File	
ACH / Return Items	2.00	Per Return	
On Line Banking	50.00	Monthly Maintenance	
On Line Banking - Other	5.00	Per Account	
Remote Deposit	35.00	Monthly Maintenance	
Remote Deposit – Per Item Fee	.065	Per Item	
Remote Deposit - Items drawn on your bank	.03	Per Item	
Remote Deposit - Items Oklahoma (in state)	.062	Per Item	
Remote Deposit - Items Out of State	.092	Per Item	
Remote Deposit - Government	.030	Per Item	
Wire Transfers – Domestic - Outgoing	12.00	Per Item	Waive
Wire Transfers – Domestic - Incoming	8.00	Per Item	Waive
Deposit Slips	0.00		Waive
Tamper Proof Deposit Bags	0.00		Waive
Courier Services - daily pickup	8.00	Per Run	Pass Thru Fee



BANCFIRST COMMERCIAL CHECKING ANALYSIS

Customer Name	City of Nichols Hills		
Account Number			
Average Daily Ledger Balance	\$	2,204,312.18	
Average Daily Collected Balance	\$	2,186,673.96	
Earnings Credit Rate	0.320%	(Optional)	
Number of days in Month	30		
Number of Days in a Year	365		

TMA Code		Fee Amount	Volume	Cost
General Fees				
010000	DDA Maintenance	8.000	1	\$ 8.00
General Fees Subtotal				\$ 8.00
Depository				
100000	Deposit	0.150	68	\$ 10.20
100222	Deposited Checks / Oklahoma	0.062	4	\$ 0.25
100400	Return Items / Regular (Chargeback / Reclear)	2.000	1	\$ 2.00
101020	Courier Services / Pass Thru Fee	165.000	1	\$ 165.00
Depository Subtotal				\$ 177.45
Paper Disb				
150100	Checks Paid	0.150	190	\$ 28.50
150120	ARP / Pos Pay Per Item	0.010	183	\$ 1.83
150121	ARP / ACH Pos Pay Per Item	0.010	53	\$ 0.53
151720	ARP / Positive Pay - Monthly Maint / Tiered Up to 10	50.000	1	\$ 50.00
Paper Disb Subtotal				\$ 80.86
ACH				
250000	ACH / Origination - Monthly Maint	30.000	1	\$ 30.00
250102	ACH / Originated - Per Item	0.080	678	\$ 54.24
250200	ACH & Electronic Debit	0.150	23	\$ 3.45
250201	ACH & Electronic Credit	0.150	58	\$ 8.70
250501	ACH / Files Transmitted	7.500	7	\$ 52.50
ACH Subtotal				\$ 148.89
Wires				
350123	Wire Transfer / Sent Fee	Waived	1	\$ -
350320	Wire Transfer / Received	Waived		\$ -
Wires Subtotal				\$ -
Info Services				
40005Z	Info Reporting / Internet - BOB PKG	50.000	1	\$ 50.00
4000ZZ	Info Reporting / BOB Per Account	5.000	11	\$ 55.00
Info Services Subtotal				\$ 105.00
Additional Services				

900003	RDC / Monthly Maintenance	25.000	1	\$ 25.00
900004	RDC / Maintenance - Add Scanners	10.000	1	\$ 10.00
900005	RDC / Per Item Fee	0.065	1232	\$ 80.08
900009	RDC / Deposited Item - Out of State	0.092	241	\$ 22.17
900010	RDC / Deposited Item - Government	0.030	1	\$ 0.03
900011	RDC / Deposited Item - Oklahoma	0.062	758	\$ 47.00
900012	RDC / Deposited Item - BancFirst	0.030	122	\$ 3.66
Additional Services Subtotal				\$ 187.94
Miscellaneous				
REGULATORY ASSESSMENT RATE		0.12%		\$ 217.41

Summary

TOTAL SERVICE CHARGES	\$ 708.14
REGULATORY ASSESSMENT	\$ 217.41
EARNINGS CREDIT	\$ 517.61
 GRAND TOTAL COST	 \$ 407.93

Earnings Credit: You are given a credit to offset your total service charges based on the average collected account balance. This credit is computed by multiplying your average monthly balance (less a 10% Reserve Requirement) by the monthly average of the weekly 91 day T-Bill rate.

Regulatory Assessment: Your account will be charged .12% of your monthly average ledger balance.

INVESTMENT SERVICES

All investments (certificates of deposit) bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank.

- **BancFirst can provide a full range of investment terms to meet the City's Certificate of Deposit investment needs. Bob Neville, BancFirst Investment Officer, is available to assist the City in purchasing Security investments.**
- **See BancFirst Rate Sheet for Current Certificate of Deposit Rates.**

BANCFIRST

CONSUMER RATE SHEET

The interest rates and annual percentage yields stated below are accurate as of 03/15/16.
You may call Cheryl Borelli to obtain current information.

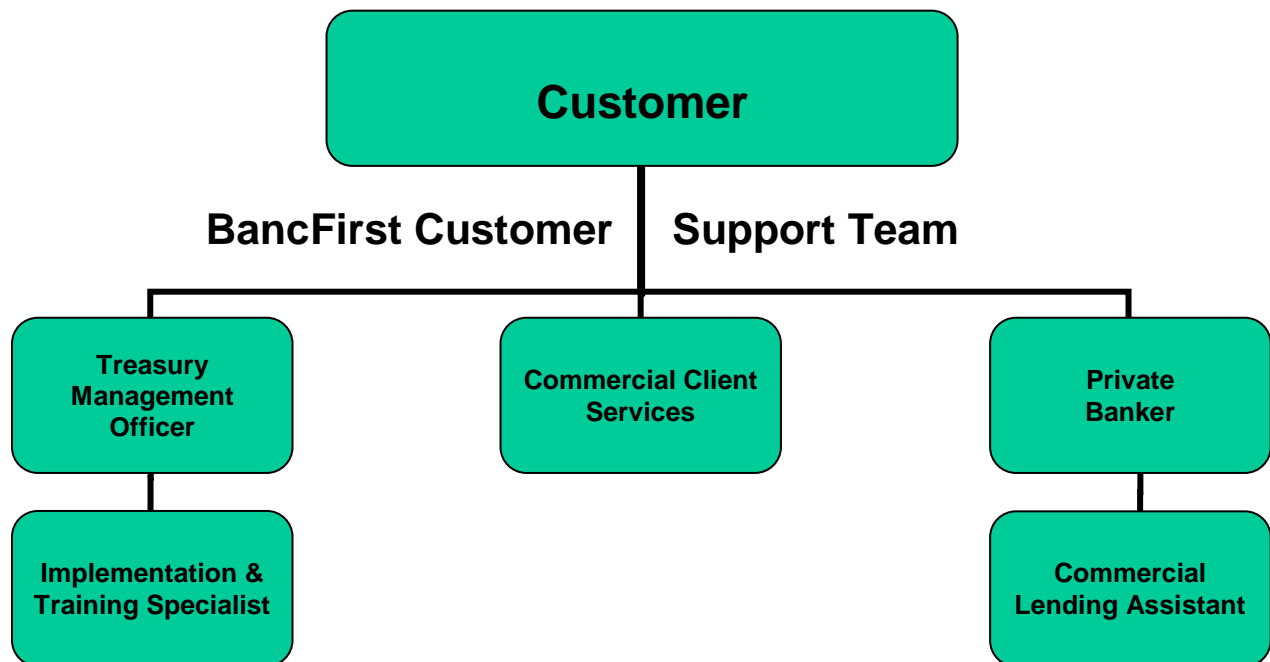
ACCOUNT TYPE	COLLECTED BALANCE	ANNUAL PERCENTAGE YIELD	DAILY RATE
CHECKING***			
Performance Checking	\$500 +	0.10%	0.10%
Status Checking	\$500 +	0.05%	0.05%
Health Savings	Less than \$1,500	0.40%	0.40%
	\$1,500 to \$9,999	1.36%	1.35%
	\$10,000 +	1.41%	1.40%
SAVINGS***			
Regular Savings	\$0	0.15%	0.15%
Minor Savings	\$0	0.15%	0.15%
MONEY MARKET***			
Treasury Fund	\$1,000 to \$9,999	0.15%	0.15%
	\$10,000 to \$24,999	0.20%	0.20%
	\$25,000 to \$49,999	0.25%	0.25%
	\$50,000 to \$99,999	0.35%	0.35%
	\$100,000 +	0.40%	0.40%
MINIMUM DEPOSIT	DEPOSIT TERM	ANNUAL PERCENTAGE YIELD	DAILY RATE
CERTIFICATES OF DEPOSIT**			
\$1,000	30 - 90 days	0.10%	0.10%
	91 - 179 days	0.20%	0.20%
	180 - 269 days	0.30%	0.30%
	270 - 364 days	0.35%	0.35%
	12 to 17 months	0.35%	0.35%
	18 to 23 months	0.45%	0.45%
	24 to 29 months	0.60%	0.60%
	30 months	0.60%	0.60%
	36 months	0.90%	0.90%
	48 months	1.15%	1.14%
	60 months	1.30%	1.29%
JUMBO CD**			
\$100,000 +	12 - 23 months	Same as regular CD	
	24 - 35 months	under \$100,000	
	36 months		
IRA**			
	1-year fixed	0.35%	0.35%
	18-month variable***	0.35%	0.35%
	2-year fixed	0.60%	0.60%
	5-year fixed	1.30%	1.29%

Organizational Chart & Relationship Management

At BancFirst, we recognize that banking remains a *service* industry and therefore we believe that maintaining a strong commitment to quality customer service and innovative products coupled with profitable operations will distinguish us from our peers.

BancFirst utilizes a “Team Approach” to deliver services. Each of our commercial customers has several levels of contact available to them, beginning with an experienced Private Banker and Administrative Assistant who help orchestrate customer support and delivery of all bank services. The Private Banker is complimented with Treasury Service product specialists who are intimately involved in the daily support of our customer’s needs. BancFirst has a dedicated Implementation and Training Specialists assigned to implement and train on all products and services for Treasury Services. Additionally, BancFirst has a team of Client Service Specialists devoted exclusively to support the daily needs of our commercial customers.

BancFirst provides a well staffed team all available to support a customer’s daily needs. The team is Oklahoma City based and all are familiar with the individual customer’s business needs.



Your BancFirst Relationship Team

David Harlow

President BancFirst Oklahoma City
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Rate Index and Method of Calculation

Public Performance Checking Analysis Option (NOW Account)

The City of Nichols Hills can choose to receive Interest or an Earnings Credit Allowance on all related checking accounts. The rate for either option will be based on the 4-week average of the 90-Day Treasury bill, with a floor of 15 basis points.

BancFirst would recommend the City to take advantage of Interest Bearing Accounts vs. Analysis Accounts with an Earnings Credit Rate to enhance earnings and lower fees for the City, specifically on accounts with very low activity. The Pooled Cash account should remain on analysis.

Interest will be calculated on the daily collected balance. Earned interest is accrued and paid at statement cycle. All interest is calculated on a 365 basis.

Earning Credit will be calculated on the daily collected balance, minus a 10% legal reserve and applied against monthly service fees.

Below is the rate history.

Interest Rate on NOW Accounts and/or Earnings Credit Rate		
2016	December	
	November	
	October	
	September	
	August	
	July	
	June	
	May	
	April	
	March	
	February	0.321
	January	0.248
2015	December	0.268
	November	0.150
	October	0.150
	September	0.150
	August	0.150
	July	0.150
	June	0.150
	May	0.150
	April	0.150
	March	0.150
	February	0.150
	January	0.150



WIRE TRANSFER AGREEMENT

- 1. AGREEMENT.** BancFirst and its Customer _____ enter into the following agreement as of the date specified below.
- 2. AUTHORIZATION.** Customer has duly authorized his/her representatives identified in Schedule I attached hereto to authorize BancFirst to wire funds from accounts disclosed in Schedule I to the accounts and persons specified by the Customer on the BancFirst Wire Transfer Request Form, whether those accounts are with BancFirst or any other financial institution. Authorized representatives may be added, deleted, or changed by creation of a new Schedule I duly authorized by the Customer and substituted for any prior dated Schedule I and accepted by BancFirst.
- 3. SECURITY PROCEDURES.** All wire transfers are subject to the security procedures which are made a part of this agreement. The purpose of security procedures are to verify that a payment order or communication amending or canceling a payment order is that of the Customer, and to detect any error in the transmission of the content of the payment order or communication. The parties agree that the security procedures offered by BancFirst and set forth in Schedule III attached hereto are commercially reasonable. The Customer has the right to refuse such procedures offered and be bound by substitute security procedures specified by the Customer and agreed upon with the Bank which are set forth on Schedule IV if applicable.
- 4. REQUESTS.**
- a. ELECTRONIC REQUESTS.** Wire instructions initiated via e-mail or other computer generated electronic transmissions must comply with security procedures outlined in Schedule III or IV of this agreement. The customer acknowledges that BancFirst does not recommend nor endorse the initiation of unencrypted e-mail or electronic communications. If customer elects to transmit unencrypted e-mail or other electronic communications, BancFirst accepts no liability for breaches of privacy, loss or theft of information related to such communications. The customer indemnifies and agrees to hold BancFirst harmless for any loss, damage, claim or other liability arising out of or in connection with unencrypted transmission initiated by the customer. BancFirst recommends and will upon request assist the customer in the implementation of acceptable encryption procedures.
- b. REPETITIVE REQUESTS.** Transfers requested are considered repetitive when they are made on a frequent basis and all instructions remain the same except the dollar amount. These repetitive requests will be registered with BancFirst using Schedule II attached hereto. Each repetitive request registered will be given a confidential identifying code. Customer representatives designated in Schedule I can initiate a repetitive request by following the security procedures provided for in this agreement.
- c. INTERNATIONAL REQUESTS.** BancFirst may at its option convert US Dollars into the funds of the Country where payment is to be made except when specifically requested that the remittance be made payable in US Dollars at the paying bank's buying rate. Further, BancFirst shall attribute to the applicant charges subsequent to the payment. BancFirst is absolved from any and all liabilities for loss arising from any cause beyond its control, including but not limited to the following: A) Any act, failure, or negligence of any agent or correspondent selected by BancFirst for the remittance hereof. B) Any delay, error, omission, or default of any mail, telegraph, cable or wireless operator. C) Any act or decree of any government or governmental agency. BancFirst shall be under no obligation to obtain the receipt of the payee, but on request, will use its best efforts to trace payment at the expense of the applicant. BancFirst shall not be liable to make any refund prior to its receiving confirmation of effective cancellation of the remittance. When foreign wires are transmitted, refund shall be made on the basis of BancFirst's buying rate on the day of the refund, less the expenses of BancFirst and its agents or correspondents. When funds are transmitted by electronic transfer, BancFirst may send any message relative to the remittance using words or code.
- 5. DEADLINES.** BancFirst will accept transfer requests during business hours of the bank. BancFirst will make every reasonable effort to execute requests on the day received at such time and in such manner to afford BancFirst a reasonable opportunity to act on it prior to its deadline. BancFirst will not process requests on weekends, Federal Reserve holidays, or holidays observed by the wire transfer system to be used.
- 6. FUNDS.** BancFirst shall be under no obligation to accept transfer requests when, at the time the request is made, there are insufficient available funds in the account from which the transfer is requested; however, if funds are transferred without a sufficient balance in such account the Customer shall be liable to BancFirst for the payment of any resulting insufficient balances plus reasonable costs for collection.
- 7. RECORDING.** The Customer consents to the tape recording of any telephonic requests; however, BancFirst has no duty to record any instructions or to retain any recording it has made at its sole discretion.
- 8. REVOCATION.** The Customer agrees to hold BancFirst harmless against claims of third parties when the Customer revokes or cancels any wire instruction. BancFirst makes no warranty as to its ability to revoke or cancel a transfer once made.
- 9. INCORRECT DESCRIPTION OF RECEIVING BANK OR BENEFICIARY.** The Customer agrees if instructions of a payment order are found to refer to different parties than the intended receiving bank or beneficiary due to name and identifying number discrepancies, and the receiving bank does not know of the discrepancy at the time of the transfer, it may rely on the identifying number in good faith.
- 10. PROVISIONAL PAYMENTS.** Provisional payments are not allowed under this Wire Transfer Agreement, unless permitted by the wire transfer system used, and the beneficiary, beneficiary's bank, and the originator's bank agree to the provisional payment terms, and the beneficiary and the originator are given notice of the provisional nature of the payment before the wire transfer is initiated.
- 11. FEES.** The Customer agrees to pay the fee in effect at the time of request, currently plus any direct charges incurred by BancFirst to make or revoke any Customer request. These fees are subject to change without notice. Transfer fees are due at the time transfer requests are given to BancFirst. Unless payment is received at time of request, BancFirst shall directly charge the Customer's account from which such transfer was initiated.

12. **CONFIRMATIONS.** BancFirst will deliver a confirmation of each wire transfer to the Customer stating date, amount of transfer, the receiving/sending financial institution and account number charged or credited. The Customer agrees to examine the confirmation and report any discrepancies, in writing, to the Wire Department of BancFirst at the stated address below, within a reasonable time, not to exceed 60 days after bank's notification has been received. Failure of the sender to exercise ordinary care may cause the sender to be liable to the bank for the loss the bank incurred as a result of this failure. The Customer may lose his/her right to recover the amount of the payment order if the order was in error, and no notification was received by the bank within one year from the date the Customer received the notice of the transfer.

13. **LIMITATION OF LIABILITY.** BancFirst will not be liable for special, indirect, or consequential damages.

14. **TERMINATION.** This Wire Transfer Agreement shall remain effective until terminated by one of the parties. Either party may terminate this agreement by giving prior written notice of termination to the other at his/her address of record and giving the party so notified a reasonable amount of time to act on the notice.

15. **ENTIRE AGREEMENT.** This Wire Transfer Agreement, Schedule I, II, III and IV and the terms and conditions of any written agreements relating to the Customer's account(s) constitute the entire agreement between BancFirst and the Customer. If any inconsistencies exist between those documents and this agreement, then the terms and conditions of this Wire Transfer Agreement shall control.

ACCEPTANCE:

ACCEPTANCE:

CUSTOMER:

BANCFIRST:

Branch or Cost Center Address

BY:

BY:

(AUTHORIZED SIGNER)

(AUTHORIZED REPRESENTATIVE)

TITLE:

TITLE:

DATE:

DATE:

ACKNOWLEDGEMENT

I, undersigned, a Notary Public, in and for the County in said State, hereby certify that _____ whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, executed the same voluntary on the day the same bears date.

Given under my hand and seal this _____ day of _____, _____.

My commission expires: _____ Notary Public: _____

Commission Number: _____

FOR INTERNAL USE ONLY

NEW WTA REVISED WTA

WTA RECEIVED: IN PERSON BY FAX BY EMAIL BY COURIER BY MAIL

DELIVERY METHOD OTHER THAN "IN PERSON" APPROVED BY: _____
(President, CSO, or CSO Designee)

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

WIRE TRANSFER AGREEMENT SCHEDULE I AUTHORIZED REPRESENTATIVES FOR WIRE TRANSFERS

CUSTOMER _____
ACCOUNT NUMBER(S) _____

THIS AGREEMENT COVERS ALL CURRENT AND FUTURE ACCOUNTS OF CUSTOMERS LISTED ABOVE
(CUSTOMER INITIALS)

OUTGOING WIRES AUTHORIZED PERSON(S)	CODE (If Applicable)	PHONE NUMBER (DIRECT LINE)

VERIFICATION/CALLBACKS AUTHORIZED PERSON(S)	CODE (If Applicable)	PHONE NUMBER (DIRECT LINE)

ACCEPTANCE:
 CUSTOMER: _____

 (AUTHORIZED REPRESENTATIVE)

ACCEPTANCE:
 BANCFIRST

 (AUTHORIZED REPRESENTATIVE)

BY: _____
 (AUTHORIZED SIGNER)

BY: _____
 (CSO OR PRESIDENT)

BY: _____
 (ACCOUNT OFFICER)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FOR INTERNAL USE ONLY (COMPLETE THIS SECTION IF THE CUSTOMER HAS NEVER HAD A WTA BEFORE AND THE WTA IS NOT SIGNED IN THE PRESENCE OF A BANCFIRST EMPLOYEE; OR WHEN AN EXISTING WTA IS BEING REVISED AND IS RECEIVED EITHER BY FAX OR BY EMAIL. IF REVISED WTA IS RECEIVED BY MAIL, ONLY COMPLETION OF CALLBACK IS NECESSARY.)

IDENTITY CONFIRMED BY: _____

DOCUMENT TYPE: _____ ID #: _____ EXPIRATION DATE: _____

BIRTH DATE: _____

CALL-BACK PERFORMED BY: _____ DATE: _____ TIME: _____

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

**WIRE TRANSFER AGREEMENT
SCHEDULE II
REPETITIVE TRANSFER FORM**

DOMESTIC
 INTERNATIONAL CONSUMER COMMERCIAL

TRANSFER FUNDS FROM (ORIG) ACCOUNT NAME _____ ACCOUNT # _____

ORIGINATOR'S PHYSICAL ADDRESS _____
TRANSFER INSTRUCTIONS:

- 1. _____
CORRESPONDENT BANK CITY/STATE ABA NUMBER
- 2. _____
BENEFICIARY BANK CITY/STATE/COUNTRY ABA NUMBER/SWIFT
- 3. _____
FOR THE CREDIT OF... ACCOUNT #/IBAN PHYSICAL ADDRESS (REQUIRED FOR INTERNATIONAL CONSUMER WIRES)
- _____
CITY/STATE/COUNTRY

ADDITIONAL BENEFICIARY INFORMATION

FREQUENCY: _____ DATE: _____
AMOUNT (if applicable): _____ EXPIRATION DATE: _____
REPETITIVE TRANSFER CODE REQUESTED: _____

ACCEPTANCE:	ACCEPTANCE:
CUSTOMER: _____	BANCFIRST
BY: _____ (AUTHORIZED SIGNER)	BY: _____ (AUTHORIZED REPRESENTATIVE)
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

FOR INTERNAL USE ONLY

REPETITIVE CODE _____ SETUP DATE _____

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

**WIRE TRANSFER AGREEMENT
SCHEDULE III
SECURITY PROCEDURES**

Customer _____
accepts the security procedures set forth in this Schedule III, finds them to be commercially reasonable, and agrees with BancFirst that all wire transfers covered by this Wire Transfer Agreement between Customer and BancFirst shall be governed by such procedures.

SECURITY PROCEDURES:

- 1) Code determination (select one):
 - Option 1 – Bank issued. Codes will be assigned to the Customer by the Bank and will be required to initiate a wire transfer. The code will be changed periodically by the Bank and provided to the Customer.
 - Option 2 – Customer selected. Codes will be selected by the Customer and provided to the Bank on Schedule I of this agreement.
- 2) BancFirst will place a callback to the customer or his/her Authorized Representative(s) set forth on Schedule I of this agreement requesting the code and confirm the information regarding the request made by the Customer to determine proper authorization.
- 3) In the event the Customer initiates the wire transfer request in person, the bank shall request information that is only known to the Customer to determine that the Customer initiating the request is a duly authorized representative.
- 4) Written confirmation will be sent directly to the Customer by BancFirst.

These procedures are considered commercially reasonable security procedures for the type of wire transfer activity the Customer has requested.

CUSTOMER WILL NOT SIGN ACCEPTING THIS SCHEDULE IF SCHEDULE IV IS COMPLETED.

ACCEPTANCE:

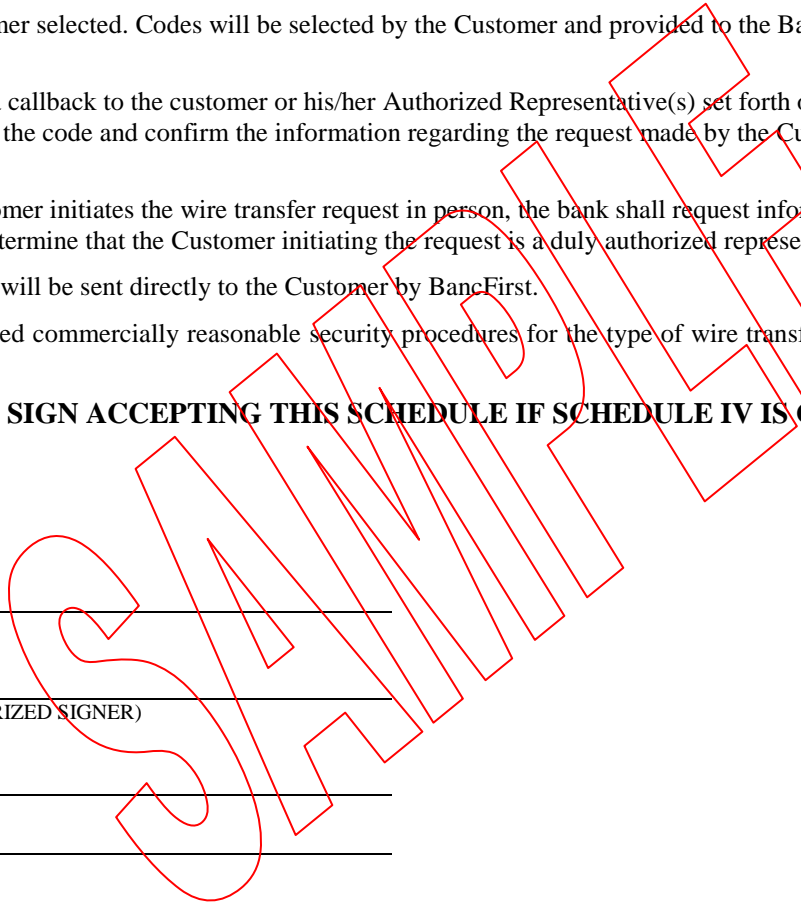
CUSTOMER:

BY:

(AUTHORIZED SIGNER)

TITLE:

DATE:



FOR INTERNAL USE ONLY

I REQUEST THAT MY WIRE CONFIRMATION NOTICES BE DELIVERED BY:

- U.S. MAIL
- BY FAX
- BY EMAIL
- BOB/ERD

FAX #: _____

EMAIL ADDRESS: _____

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

WIRE TRANSFER AGREEMENT

SCHEDULE IV

ALTERNATIVE SECURITY PROCEDURES

As a substitute for the Security Procedures set forth on Schedule III, the Customer has chosen the following procedures, which are to govern all of his/her wire transfer transactions with BancFirst:

Customer(s) _____

Security Procedures:

1. Callbacks will be required on all domestic wire transfers initiated electronically over \$250,000 and all international wires initiated electronically over \$50,000 with the exception of commercial repetitive wires that are not initiated by voice, fax, or email instruction. Automatic repetitive international consumer wires require a verbal combined disclosure.

2. _____

The Customer agrees that he/she will be bound by any payment order, whether or not authorized by the Customer and the Bank, issued in his/her name and accepted by BancFirst in compliance with the Security Procedures chosen by the Customer and set forth above.

CUSTOMER ACKNOWLEDGES:

BANCFIRST:

(AUTHORIZED SIGNER)

BY: _____
(PRESIDENT, CSO, OR SUPPORT CENTER DEPARTMENT HEAD)

BY: _____
(ACCOUNT OFFICER)

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

The undersigned Customer having executed this Wire Transfer Agreement and having further affirmatively elected to develop Alternative Security Procedures described in Schedule IV attached hereto, in lieu of the Security Procedures provided in Schedule III, the Customer acknowledges that greater risk may exist than if the Schedule III Security Procedures were adopted and followed, and as an inducement to BancFirst to conduct a wire transfer under Schedule IV Alternative Security Procedures, the Customer does hereby indemnify and hold BancFirst harmless, together with its agents, employees, officers and directors, of and from any and all claims, demands, damages, both actual and consequential, including claims for punitive or exemplary damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, costs or expenses, including attorney's fees and court costs, for or because of, or arising out of, any matter or thing done, omitted or suffered to be done by anyone prior to and including the date hereof, related to, or in connection with any fraudulent or unauthorized wire transfer that may be conducted through, or that affects, the Customer's account(s) described in this Wire Transfer Agreement, or that compromises the integrity and privacy of the Customer's non-public personal information.

The Customer admits that no representation of fact or opinion has been made by BancFirst, or anyone on its behalf, to induce the execution of this Agreement. The Customer acknowledges that they have read and fully understand the content of this instrument before affixing their signature thereon. That the undersigned represents that they have not been coerced or influenced by BancFirst in securing the execution of this instrument, and that they have signed it as their own true and voluntary act and deed.

ACCEPTANCE:

ACCEPTANCE:

CUSTOMER ACKNOWLEDGES:

BANCFIRST:

(AUTHORIZED SIGNER)

BY: _____
(PRESIDENT, CSO, OR SUPPORT CENTER DEPARTMENT HEAD)

BY: _____
(ACCOUNT OFFICER)

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)



BUSINESS ONLINE BANKING MONEY TRANSFER (WIRE) SERVICE FORM

Date: _____ New Service Modify Delete Service

Customer Name: _____
 Physical Address: _____
 City: _____ State: _____ Zip: _____
 Customer Contact: _____ Telephone Number: _____
 E-Mail Address: _____
 Tax ID #: _____ Lead Time Required: 10 Days
 Billing Account: _____ Billing Type: Select One

The Customer acknowledges that the Money Transfer feature of Business Online Banking is an alternate entry system for issuing Money Transfer orders between the Customer and the Bank. The Customer shall be solely responsible for protecting against unauthorized access to Business Online Banking through the use of physical security, passwords and other security procedures. Bank will consider Money Transfer requests received through Business Online Banking as having been authorized by the Customer. The Bank will be held harmless for processing any request received through this method.

The deadline for domestic Money transfers is 4:00 p.m. CST. Transfers submitted after that will be processed the next business day. The deadline for international Money transfers is 3:00 p.m. CST. Transfers submitted after that will be processed the next business day.

Authorized Wire Contacts

Name _____ Phone _____ Name _____ Phone _____	Name _____ Phone _____ Name _____ Phone _____
--	--

Account Number	Add/Delete Or Modify	Daily Origination Money Transfer Limit	Enhanced Wire Notification	Security Options
	<input type="checkbox"/> A <input type="checkbox"/> D <input type="checkbox"/> M	\$	N/A	Select One
	<input type="checkbox"/> A <input type="checkbox"/> D <input type="checkbox"/> M	\$	N/A	Select One
	<input type="checkbox"/> A <input type="checkbox"/> D <input type="checkbox"/> M	\$	N/A	Select One
	<input type="checkbox"/> A <input type="checkbox"/> D <input type="checkbox"/> M	\$	N/A	Select One
	<input type="checkbox"/> A <input type="checkbox"/> D <input type="checkbox"/> M	\$	N/A	Select One
Overall Daily Customer Limit (daily origination limit for all accounts/all users)				\$
Enhanced Wire Notification Email (limit two):				

*Fax Transmittal – Submit signed ACH/Wires Transmittal Information form.

Special/Modifications Instructions: _____

By signing this service form, you concur that you have received a Treasury Management Agreement and agree to the “Generally Applicable Terms and Conditions” of the Agreement, as well as the terms and conditions related to this specific Service.

Company: _____ Name: _____ Signature: _____ Title: _____ Date: _____	BancFirst Name: _____ Signature: _____ Title: _____ Date: _____
---	--



ACH/WIRE TRANSMITTAL INFORMATION/ AUTHORIZED PERSONNEL FORM

Date: _____ New Process Modify Delete Process

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Customer Contact: _____ Telephone Number: _____

E-Mail Address: _____

Tax ID #: _____ Implementation Date: Immediately

Transmittal Required: Select One

Authorized Personnel (signature REQUIRED for ACH/Wire Transmittal Use)

Name	_____	Name	_____
Signature	_____	Signature	_____
Business Ph	_____	Business Ph	_____
Cell Ph	_____	Cell Ph	_____
After-Hours Ph	_____	After-Hours Ph	_____
Email address	_____	Email address	_____
Name	_____	Name	_____
Signature	_____	Signature	_____
Business Ph	_____	Business Ph	_____
Cell Ph	_____	Cell Ph	_____
After-Hours Ph	_____	After-Hours Ph	_____
Email address	_____	Email address	_____

Company ID #	Company Name (15 characters)	Account Number	ACH	Wires
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Special/Modification Instructions: _____

By signing this service form, you concur that you have received a Treasury Management Agreement and agree to the "Generally Applicable Terms and Conditions" of the Agreement, as well as the terms and conditions related to this specific Service.

Company: _____
Name: _____
Signature: _____
Title: _____
Date: _____

BancFirst
Name: _____
Signature: _____
Title: _____
Date: _____

BancFirst Treasury Management

Product & Service Overview

Choose the services that fit your needs ...

BancFirst's Treasury Management services give you the managerial tools needed to control your cash flow efficiently and effectively. Because The City of Nichols Hills has its own unique requirements, you select only those tools that are appropriate to your business situation, giving you exactly the suite of resources you need.

At BancFirst, we strive to provide our customers with easy access to state-of-the-art products and services. We understand that timely information about your accounts is crucial for good decision making and sound business practices. We are committed to serving the needs of our business customers as is demonstrated by our continued investments in technology and product development.

The following are brief descriptions of our treasury management products and services available:

Business Online Banking- Balance and Transaction Reporting

BancFirst's balance reporting product ***Business Online Banking (BOB)*** is a browser-based online banking service which allows authorized individuals to access your enrolled bank accounts via the internet. In addition to balance reporting, Business Online Banking provides account activity details, allows for account transfers and loan payments, provides check and deposited item images and makes available several managerial and audit reports all in a secure environment. Best of all, this information is available 24 hours a day, 7 days a week. Each authorized user is provided a unique login ID and password which is required by the SSL-encrypted browser when accessing our servers. Some of the key information available online includes:

- ◆ *90-day transaction history*
- ◆ *45-day history to view and print paid checks and deposited items*
- ◆ *Online transfers and payments*
- ◆ *Export of transaction details in several formats including comma separated value (csv) and text (txt)*
- ◆ *Request a stop payment or place a check order*

Security and account access rights are scalable by user and an extensive audit trail is available online. Business Online Banking security reaches further by prompting each user for a one time 6 digit passcode at log in and/or at the financial transaction. This one time passcode provides for out of band verification in the event your computer or log-in credentials were compromised.

Several of the other treasury management services interface with Business Online Banking which is important to many commercial account holders. This provides our customers with a single gateway user authentication process for accessing multiple products and services.

These integrated services include ACH Originations, Account Transfers, Wire Transfers and Account Alerts.

Please visit our online demo for more information which can be found at our website, www.bancfirst.com; then choose **Business Online Banking** from the online products drop down box located at the top of the page.

Depository Services

A. Branch Deposit

You can conveniently make deposits at any of our BancFirst branch locations until 6:00pm daily.

B. Remote Deposit

Remote Deposit processing provides an accountholder the ability to process deposits from their office or place of business thereby eliminating trips to the bank. Deposits would be processed using an approved check scanner connected to a standard PC with web access from a location of convenience determined by the customer. Deposit transmissions are forwarded to the bank using an encrypted web browser with same-day deposit processing through 6:00pm. Scalable security levels allow for customization of user access rights to correspond with your established internal controls. This is an ideal solution for you where bank locations are not conveniently located nearby.

Remote Deposit benefits include:

- ◆ *Elimination of trips to the bank*
- ◆ *Saves time and frustration*
- ◆ *Provides a single bank solution to multi-site businesses*
- ◆ *Same day deposit posting for all batches transmitted by the daily deadline of 6:00pm*
- ◆ *Web based transmission to the bank thereby eliminating the installation of software and subsequent maintenance thereof*

C. Cash Vault Services

All cash vault services are handled at our cash vault facility located within our Technology and Operations Center in southwest Oklahoma City. All customers must use tamper-evident bags for all cash transactions handled by the downtown cash vault.

Change orders received prior to 11:00 a.m. will be prepared and shipped the same day to be delivered to the customer the following business day via armored car. Change orders received after 11:00 a.m. will be prepared the next business day and delivered to the customer on the third business day. Change orders can be included with other deposits if clearly marked with instructions for handling. Large change orders may require advance notice by any of the following methods:

- ◆ *By Phone (405) 680-6578*
- ◆ *By Fax (405) 270-7470*
- ◆ *By email to okcvault@bancfirst.com*

Smaller change orders can be filled at any branch and are subject to availability. Contact the local branch manager or teller manager for details on filling smaller change orders without the need of full cash vault services. Tamper evident bags may or may not be required at the branch level.

Cash vault deposits received by 2:00 p.m. will be processed same day. For deposits received after 2:00 p.m., the deposit will be processed if time permits. If a deposit is received after 2:00 p.m. and not worked that day, it will be secured in the vault and processed the next business day.

Automated Clearing House (ACH) Originations

A. ACH Payments

Utilizing the NACHA standards set forth by the Federal Reserve Bank, ACH payments allow you to minimize your cash cycle fluctuations. Outgoing payments such as payroll or vendor payments are directly deposited into the account specified at the recipient's financial institution. Payment options include one and two-day settlements and are initiated at your discretion. ACH files can be transmitted to the bank in advance where they are warehoused until the proper settlement date arrives. Accounts payable processing becomes easier, faster, and more efficient. ACH deposits are often times immediately available to the recipient on the morning of the settlement date therefore eliminating unnecessary trips to the bank. Payments can be separated into multiple accounts and all US financial institutions must accept ACH deposits, regardless of geographic location.

ACH Payment benefits include:

- ◆ *Elimination of check stock therefore eliminating lost, stolen, or forged checks*
- ◆ *Elimination of postage and delivery costs*
- ◆ *Elimination of check preparation and printing*
- ◆ *Ability to standardize all payments to a single, more manageable method*
- ◆ *Improved operational efficiency*
- ◆ *Elimination of early check issuance*
- ◆ *Improved cash cycle control*
- ◆ *Simplifies account reconciliations*

B. ACH Collections

By use of this same NACHA standard and with the authorization of the account holder, you can control the collection of your accounts receivable. Simply request that your customer provide written authorization (*sample authorizations can be provided upon request*) for you to withdraw funds from their account for products or services provided. Collections are initiated one day prior to the settlement date and can be forwarded to the bank in advance where they are warehoused until the proper settlement date arrives. Accounts receivable collections become easier, faster, and more efficient. Common uses are collection of membership dues or monthly recurring payments for various purposes.

ACH Collection benefits include:

- ◆ *Accelerated collection of receivables*

- ◆ *Accelerated funds availability*
- ◆ *Improved operational efficiency*
- ◆ *Improved cash cycle controls*
- ◆ *Elimination of deposit preparation*
- ◆ *Elimination of trips to the bank*

C. ACH Cash Concentration

Using these same ACH standards, your ability to concentrate cash from multiple sources has never been easier. Regardless of geographic location within the US, ACH provides you the ability to move funds from accounts at other financial institution into your BancFirst account on the next business day. Best of all, everything you need is conveniently located within our online banking product allowing you to initiate transactions from anywhere internet access is available.

Cash Concentration benefits include:

- ◆ *Accelerated cash position*
- ◆ *Reduction in interest expense on working capital loans*
- ◆ *Increase in yields on investments*
- ◆ *Elimination of wire transfer charges*
- ◆ *Next day availability*
- ◆ *Improved controls and accountability*

D. Electronic Data Interchange (EDI)

EDI was created by the Federal Reserve Bank to provide a method of delivering payment detail or text along with an electronic payment. Utilizing the same NACHA standards, EDI text is contained within the “addenda record” of an ACH transaction in a standardized format. This text typically provides the recipient with information such as invoice numbers, payment details, etc. The addenda record can handle large amounts of data and is commonly used by government agencies to provide payment details to their contractors. Each morning, all incoming EDI is translated and reported to our customers by either fax or e-mail. Incoming EDI is normally, but not always, received prior to posting of the corresponding ACH settlement. Receipt of EDI reporting often leads to more timely and accurate accounts receivable posting for accountholders that receive electronic payments on a regular basis.

EDI benefits include:

- ◆ *Daily receipt of payment details received via ACH*
- ◆ *Improved timeliness in accounts receivable postings*

E. Return Item Processing via RCK

RCK is the Federal Reserve standard for electronic conversion and re-presentation of returned checks. BancFirst utilizes state-of-the-art processing software to manage these items on your behalf. We will capture the necessary information from your qualifying returned and/or dishonored checks, convert them to electronic collection items, re-present them on your behalf, and provide you with detailed reporting throughout the entire collection process.

RCK significantly reduces the internal handling of these items by your staff while accelerating the turn-around time of re-presentment (*which can result in higher collection rates*). A significant benefit available only through the use of RCK is an optional third re-presentment attempt. Collection of return check fees up to the usury law maximum by state is optional with this service.

Return Item Processing via RCK benefits include:

- ◆ *Potential for higher collection rates*
- ◆ *Elimination of handling expenses*
- ◆ *Centralized reporting of all items*
- ◆ *Third re-presentment option only available by using RCK*
- ◆ *Improved controls and accountability*

Wire Transfers- Domestic and International

Outgoing domestic wire transfer requests are accepted by any of the following methods:

- ◆ *By Phone – in OKC dial #218-4019*
- ◆ *By Fax - in OKC dial #218-4652*
- ◆ *By email to okcwires@bancfirst.com*
- ◆ *Via Business Online Banking (enrollment required)*

All outgoing wire requests require a Funds Transfer Agreement to be on file with the BancFirst OKC wire room. This agreement details authorized individuals and their respective limits in initiating and confirming outgoing wires.

Incoming domestic wires can be received and deposited to any BancFirst account type. Standard notification is mailed on the business day in which the wire was received. Same day notification services are available upon request.

International wire services are available by calling our International Settlement Specialist at #405-270-7445 or #405-270-6926.

Managing Liquidity

A. Money Market Depository Account

The Money Market Depository Account offers the benefits of liquidity plus a tiered interest rate to increase interest earnings as your account balances increase. This account is designed for clients that do not need to make more than six withdrawals per month.

- ◆ *\$100 minimum opening deposit*
- ◆ *\$1,000 minimum daily collected balance for interest to accrue*
- ◆ *Interest rate is tiered at the levels of \$1,000, \$10,000, \$25,000, \$50,000 and \$100,000*
- ◆ *A \$10.00 per withdrawal fee is assessed beginning with the seventh withdrawal per statement cycle. The fee applies only to checks, teller withdrawals, paper drafts and ACH items*

B. Investment Sweep

A BancFirst sweep account helps make the most of your money by investing excess operating dollars. All funds are available each day should they be necessary to meet cash cycle demands. Sweep Accounts are completely automated therefore no daily oversight is necessary. BancFirst offers four Federated money market mutual funds to choose from, each of which specializes in different types of investments including a tax-free fund. Manual transfers and missed investment deadlines are eliminated completely.

Sweep account benefits include:

- ◆ *Maximization of investable funds daily*
- ◆ *Simplified record keeping and reconciliation*
- ◆ *Improved efficiency and increased yields*

C. Earnings Credit Allowance

Did you know you can utilize idle funds left in your Commercial Analysis Account to offset your service fees? Balances earn an ECR (Earnings Credit Rate) that is subtracted from your total service fees due at the end of each month.

Zero Balance Accounts

These accounts facilitate the movement of funds between company accounts held at BancFirst ensuring the most efficient possible use of your dollars. They will automatically transfer excess funds to a designated account at the close of each business day. They also automatically transfer funds from the designated account to pay checks as they clear. This is a fully-automated process which eliminates manual transfers and allows you to maximize the use of your idle funds however you choose. Reconciliation is a breeze and each account receives an independent bank statement detailing that accounts activities. Common uses include payroll accounts, tax payment accounts, and affiliated company accounts.

Account Reconciliation Processing (ARP) & Positive Pay Services

A. Account Reconciliation Processing (ARP)

BancFirst offers several options to assist in the reconciliation of commercial checking accounts. Each of these services are designed to reduce labor costs by minimizing personnel time required to reconcile your accounts. Another significant benefit commonly expressed by users is the improvement of internal controls and audit procedures. By the required separation of duties between check writing and check reconciliation, auditors and regulators find third-party reconciliation to be one of the best tools for detection and prevention of check fraud. The various levels detailed below allow you to tailor these services to most effectively meet the needs of your organization.

Partial Reconciliation – A listing of all paid items including serial number, date paid, and dollar amount is available in both an electronic file and report format. An electronic format

will allow the paid file to be compared automatically against issued information. Issued items files can be received via our secure web portal or by FTP transmission.

Full Reconciliation – A comprehensive reconciliation of all items, both outstanding and paid, based upon the issued items file provided by the accountholder. Reporting includes full reconciliation of the account, identification of all stop pays, voids, and outstanding items, and an exception report identifying any discrepancies. Issued items files can be provided to the bank by direct upload via our web portal or by FTP transmission. All reports are delivered via the web portal in both a downloadable electronic file and report formats. Positive pay services are available with this service at no additional charge, but require daily issued items files from participating accountholders.

ARP benefits include:

- ◆ *Reduction or elimination of time required to manually reconcile accounts*
- ◆ *Improved controls and audit procedures*
- ◆ *Separation of duties*
- ◆ *Reduction in labor costs*

B. Positive Pay

Positive Pay provides the best defense available to combat check and ACH fraud. In recent years, financial institutions have seen a dramatic increase in the number of check fraud cases filed. In many situations, liability falls to the accountholder and therefore BancFirst strongly encourages all commercial customers to seriously consider this service as a defense mechanism. Items presented against an account enrolled for this service will not be paid unless the serial number, payee name, and dollar amount of the check match perfectly with the information you provide to the bank or the ACH Company ID of the debtor is approved by the customer. Any unmatched items are reported daily in an exception items report, which is presented to the customer for review via our web portal. This allows the accountholder the ability to refuse payment on any unauthorized items prior to their clearing the account. Your company can either submit an issued items file as checks are written, or subscribe to our SAND™ positive pay services. SAND™ affixes an encrypted bar code on the face of your check, which acts as the issued item file thereby eliminating all item transmission requirements.

Positive Pay benefits include:

- ◆ **Check and ACH fraud prevention**
- ◆ **Improved controls and audit procedures**
- ◆ **Standard Positive Pay exception report is available by 10 A.M. each morning. Each exception item must be decided by 2:00 P.M. daily.**
- ◆ **ACH Positive Pay items will be available for review by 9:30 A.M. each morning and must be decided by 1:30 P.M.**

BancFirst offers several forms of Positive Pay Services.

- Traditional Positive Pay
- SAND (Self Authenticating Negotiable Document) Positive Pay
- ACH Positive Pay

CD-ROM Storage via *BancDisc*

BancDisc provides our customers with a permanent archive of all of their check images as well as images of all deposited items. The bank will save all of your requested images along with a comprehensive search engine program to a CD for long-term storage at any of the following frequencies; daily, weekly, monthly, or annually. Within moments of loading the CD into any standard PC, you will have all of your checks, deposits, and deposited item images at your fingertips. Search parameters include serial number, date, or dollar amount, either specifically or within a range of items. All images, including both front and back, can be enlarged for easier viewing, printed or exported. Each CD contains the image viewer software, help index, and a user's guide for your convenience. There are no software requirements. Best of all, storage space for multiple years of statements and images are reduced to just a few CD's versus the boxes or file cabinets of the past.

BancDisc benefits include:

- ◆ *Elimination of needed storage space for volumes of paper statements and images*
- ◆ *Easy to use search engine for finding check and deposit images*
- ◆ *Ability to create exportable data files*

eStatements

eStatements or Electronic Statements are a secure and efficient way to provide access to bank statements. All statements are hosted on a secure server which authenticates all users before providing a single point of entry to all of your BancFirst statements. Our servers presently host 24-months of statements and 90-days of both debit and credit images. Unique user ID's allow for multiple user configuration to satisfy any security concerns.

eStatement benefits include:

- ◆ *Secure access to your statements anytime*
- ◆ *Elimination of lost or stolen mail*
- ◆ *Ability to view, print, and download to several standard formats*
- ◆ *Faster statement availability – typically within 2 business days of close of cycle*

Controlled Disbursement Services

Controlled disbursement is a treasury management technique that provides companies with same-day clearing totals for consideration in determining their daily cash position. Through an established relationship between the two banks, our controlled disbursement customers use their BancFirst account number and our correspondent bank's routing number and bank name. Based upon this relationship, each morning our controlled disbursement customers receive an email containing their daily cash disbursement totals for the day. For some companies, this information is crucial in effective daily decision-making with respect to investment and borrowing decisions. Furthermore, items drawn on our Controlled Disbursement routing number may gain an additional day of float based upon their "rural" bank status within the Federal Reserve System.

Controlled Disbursement benefits include:

- ◆ *Provides crucial information to assist in daily cash management decisions*
- ◆ *Possible extension of float*

Lockbox Processing

Lockbox services are designed to improve efficiency and cash flow by accelerating the processing of payments received from your customers. This is accomplished by directing customer payments and A/R to a US post office box that BancFirst manages on your behalf. Our personnel collect your payments daily and process them according to your specifications. All payments are deposited directly into your account on the same business day which often times improves funds availability when compared to in-house payment processing. Daily reporting is provided via fax or email including all payment detail and deposit totals. Fully customized reports designed to your specifications can be provided by fax, email, or via FTP PGP-encrypted file transmission daily. Lockbox imaged item viewing is available for up to 7 years through our Evision service.

Lockbox processing benefits include:

- ◆ *Faster collection of A/R and automated A/R Posting*
- ◆ *Improved funds availability & cash positioning*
- ◆ *Reduced labor costs*
- ◆ *Elimination of deposit preparation and trips to the bank*

Lockbox processing details include:

- ◆ *Lockbox begins processing daily at 4 A.M. making several trips to the Post Office during the day.*
- ◆ *All items are processed and deposited the same day they are received. Transmissions and reports are available by 9:30 A.M. the following day.*
- ◆ *All Key Fields requested are available: Invoice #, Amount, Client Name, Date and Bill of Lading #*
- ◆ *Evision for Lockbox Image viewing is available for multiple user access and stores images for 7 years.*
- ◆ *Evision images are updated hourly during the day .*
- ◆ *Lockbox data transmission files can be created and sent as part of the end of day processing*

BancFirst Disaster Recovery Plan 2016

Procedures and provisions for the BancFirst Technology and Operations Center recovery:

- Notify the Senior Management Incident Command team, Infrastructure and Systems Recovery teams.
- Secure BancFirst Assets.
- Conduct Damage Assessment report.
- Conduct Senior Management Incident Command team meeting.
- Notify and assemble Business Unit and or Branch Recovery Teams.
- Provide immediate relocation or restoration of physical workspace to affected business units (work area recovery).
- Account for expenses related to disaster recovery activities.
- Provide long-term recovery of working facilities, business equipment, and information services.
- Provide critical immediate and long-term recovery resources to affected BancFirst business units.
- Resume processing and service activities with minimal disruption.

Third- party contractors significant to BancFirst disaster recovery for item processing:

- Fidelity National Information Services (FIS)
 - Core Banking Application
 - Item Processing Application

The BancFirst Disaster Recovery Plan calls for all critical systems or processes to be tested regularly. These tests are scheduled and performed throughout each year on a regular basis ensuring all critical systems can be recovered in the event of a disaster.

BancFirst has not had to employ our disaster recovery procedures in a real disaster. In addition to the steps in place to address recovery, BancFirst also places great emphasis on disaster avoidance. Accordingly, we have deployed full power redundancy, in the form of a diesel generator at our operations center that houses our item and data processing functions. The diesel generator for backup power works in conjunction with our Uninterruptible Power Supply that keeps all critical systems running without interruption. The operations facility is also equipped with perimeter protection, alarm monitoring, surveillance video, and key card access controls.

Off-site item processing facilities for BancFirst:

- FIS
 - Oklahoma City, OK
 - Maitland, FL

Implementation of “hot” sites:

- FIS
 - FIS will provide availability of Business Recovery Services at its Business Recovery Facility stated above within 24 hours after it receives notice from BancFirst that a Disaster has been declared.

- Within two (2) hours of FIS's receipt of the disaster notification from BancFirst, FIS will begin preparation of the Recovery Resources in Maitland, FL for access by BancFirst.

Length of time we can utilize "hot" sites:

- FIS
 - Up to 6 weeks, can be extended per request.

In reference to recovery times in a disaster, no formal service level agreements (SLA) have been stated with our third party contractor FIS.

- FIS maintains adequate backup procedures including the storage of duplicate records necessary to reproduce BancFirst records and data. In a disaster FIS will provide a hot site that includes a fully operational computer system and networking capabilities which BancFirst can use up to six (6) weeks. FIS has put in place a disaster recovery plan designed to minimize the risks associated with a disaster affecting FIS's ability to provide services to BancFirst in accordance with FFIEC business continuity regulations.
- Additionally FIS will provide assistance at their Business Recovery Services site with making our item processing configuration available, provide workspace and telephones, and provide operational assistance. FIS will provide priority access to BancFirst within 24 hours of declaring a disaster over customers who have scheduled testing or have declared a disaster after receiving BancFirst's Disaster Declaration. FIS's Business Recovery Facility will follow the banking processing holiday schedule. BancFirst will be granted access and usage of the Business Recovery Facility at FIS for up to 6 weeks per incident.

All contractors involved have committed to and are under contract to having the hardware, the personnel, the software and the hot site recovery locations in place. If invoked in a disaster, BancFirst item processing operations and host banking could be recovered within a 24 hour to 48 hour time period with the above stated recovery resources.

FOR IMMEDIATE RELEASE
Thursday, January 21, 2016



101 N. Broadway
Oklahoma City, OK 73102
www.bancfirst.com

BANCFIRST CORPORATION REPORTS FOURTH QUARTER EARNINGS

BancFirst Corporation (NASDAQ GS:BANF) reported net income of \$15.7 million, or \$0.99 diluted earnings per share, for the fourth quarter of 2015, approximately equal to the fourth quarter of 2014. Net income for the year ended December 31, 2015 was \$66.2 million, or \$4.17 diluted earnings per share, compared to \$63.9 million, or \$4.04 diluted earnings per share, for 2014.

The Company's net interest income for the fourth quarter of 2015 was \$50.1 million compared to \$47.3 million for the fourth quarter of 2014. The net interest margin for the quarter was 3.23% compared to 3.14% a year ago. Internal loan growth and acquired loans from our acquisitions contributed to the higher net interest income and margin in 2015. The provision for loan losses for the fourth quarter of 2015 was \$3.6 million compared to \$1.8 million a year ago. Net charge-offs for the quarter were 0.07% of average loans, compared to net charge-offs of 0.01% for the fourth quarter of 2014. Net charge-offs increased during the quarter partially due to an \$857,000 charge off on a portion of a nonaccrual loan. Noninterest income for the quarter totaled \$26.5 million, compared to \$24.3 million last year. The increase was primarily due to a gain on sale of securities of \$2.1 million, related to the redemption of warrants associated with a past loan transaction. Noninterest expense for the quarter totaled \$49.0 million compared to \$46.9 million last year; the increase during the quarter included acquisition costs of approximately \$965,000.

For the year ended 2015, the Company's net interest income was \$188.8 million compared to \$181.4 million for 2014. The net interest margin for the year increased to 3.12% compared to 3.09% for the previous year. Internal loan growth and acquired loans from our acquisitions contributed to the higher net interest income and margin in 2015. In addition, the Company recognized discounts from payoffs of acquired loans of \$2.3 million in 2015 and \$2.2 million of in 2014. The provision for loan losses for 2015 was \$7.7 million compared to \$3.1 million a year ago. As previously disclosed, the 2014 provision for loan losses included a reversal of \$5.3 million as a result of a change in the loan loss factors. The Company reported net charge-offs to average loans of 0.17% for 2015 compared to 0.03% for 2014. Net charge-offs increased in 2015 due to a \$2.9 million charge off on a portion of a nonaccrual loan. Noninterest income for 2015 totaled \$105.8 million compared to \$96.4 million for 2014. The increase was primarily due to a gain on sale of securities of \$9.3 million, of which \$2.1 million was related to the redemption of warrants associated with a past loan transaction and \$5.3 million was from the sale of an investment by the Company's wholly-owned subsidiary, Council Oak Partners, LLC. Noninterest expense was \$185.7 million compared to \$183.5 million for 2014; the increase was partially related to acquisition costs of approximately \$965,000. The effective income tax rate for 2015 increased to 34.62% compared to 29.93% for 2014, primarily due to an investment in federal and state tax credits that were utilized in 2014.

At December 31, 2015, the Company's total assets were \$6.7 billion, up \$117.9 million or 1.8% from December 31, 2014. Securities increased \$29.7 million to a total of \$554.4 million. Loans totaled \$4.2 billion, up \$383.4 million or 9.9% from December 31, 2014. Deposits totaled \$6.0 billion, up \$68.7 million or 1.2% from December 31, 2014. The Company's total stockholders' equity was \$655.5 million, an increase of \$46.2 million, or 7.6%, over December 31, 2014.

Asset quality remained strong during the fourth quarter of 2015. Nonperforming and restructured assets were 0.83% of total assets at December 31, 2015 compared to 0.64% at December 31, 2014 and 0.87% at September 30, 2015. The allowance to total loans was 0.98% compared to 1.06% at year-end 2014.

On October 8, 2015, the Company completed the acquisition of CSB Bancshares, Inc. and its subsidiary bank, Bank of Commerce, with locations in Yukon, Mustang, and El Reno, Oklahoma. Bank of Commerce has approximately \$196 million in total assets, \$148 million in loans, \$170 million in deposits, and \$22 million in equity capital. The bank was merged into BancFirst on November 23, 2015.

BancFirst Corporation is an Oklahoma based financial services holding company. The Company's principal subsidiary bank, BancFirst, is Oklahoma's largest state-chartered bank with 98 banking locations serving 54 communities across Oklahoma. More information can be found at www.bancfirst.com.

The Company may make forward-looking statements within the meaning of Section 27A of the securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 with respect to earnings, credit quality, corporate objectives, interest rates and other financial and business matters. Forward-looking statements include estimates and give management's current expectations or forecasts of future events. The Company cautions readers that these forward-looking statements are subject to numerous assumptions, risks and uncertainties, including economic conditions, the performance of financial markets and interest rates; legislative and

regulatory actions and reforms; competition; as well as other factors, all of which change over time. Actual results may differ materially from forward-looking statements.

For additional information call:

Kevin Lawrence, Chief Financial Officer at (405) 270-1003 or David Rainbolt, Chief Executive Officer at (405) 270-1002.

BancFirst Corporation
Summary Financial Information
(Dollars in thousands, except per share and share data - Unaudited)

	2015 4th Qtr	2015 3rd Qtr	2015 2nd Qtr	2015 1st Qtr	2014 4th Qtr
Condensed Income Statements:					
Net interest income	\$ 50,075	\$ 46,876	\$ 46,215	\$ 45,626	\$ 47,319
Provision for loan losses	3,646	1,424	1,271	1,334	1,840
Non-interest income:					
Trust revenue	2,254	2,295	2,200	2,342	2,334
Service charges on deposits	15,077	14,910	14,312	13,352	14,345
Securities transactions	2,148	-	5,392	1,729	822
Income from sales of loans	434	545	549	440	426
Insurance commissions	3,176	4,427	3,120	4,068	3,262
Cash management	1,899	1,906	1,886	1,819	1,683
Other	1,485	1,241	1,256	1,546	1,430
Total noninterest income	<u>26,473</u>	<u>25,324</u>	<u>28,715</u>	<u>25,296</u>	<u>24,302</u>
Non-interest expense:					
Salaries and employee benefits	28,938	28,746	27,886	27,513	27,071
Occupancy expense, net	2,926	3,051	2,700	2,835	3,117
Depreciation	2,565	2,488	2,449	2,464	2,439
Amortization of intangible assets	602	444	445	444	444
Data processing services	1,151	1,132	1,179	1,117	1,151
Net expense from other real estate owned	143	51	(184)	314	194
Marketing and business promotion	2,266	1,640	1,401	1,679	2,218
Deposit insurance	876	820	836	826	835
Other	9,544	7,980	8,717	7,731	9,417
Total noninterest expense	<u>49,011</u>	<u>46,352</u>	<u>45,429</u>	<u>44,923</u>	<u>46,886</u>
Income before income taxes	23,891	24,424	28,230	24,665	22,895
Income tax expense	8,163	8,794	9,677	8,406	7,146
Net income	<u>\$ 15,728</u>	<u>\$ 15,630</u>	<u>\$ 18,553</u>	<u>\$ 16,259</u>	<u>\$ 15,749</u>
Per Common Share Data:					
Net income-basic	\$ 1.00	\$ 1.01	\$ 1.19	\$ 1.05	\$ 1.02
Net income-diluted	0.99	0.98	1.17	1.03	0.99
Cash dividends declared	0.36	0.36	0.34	0.34	0.34
Common shares outstanding	15,597,446	15,591,530	15,562,298	15,512,545	15,504,513
Average common shares outstanding -					
Basic	15,609,599	15,581,593	15,536,325	15,507,346	15,484,664
Diluted	15,923,924	15,906,124	15,864,924	15,838,548	15,846,810
Performance Ratios:					
Return on average assets	0.94%	0.97%	1.14%	1.01%	0.96%
Return on average equity	9.51	9.64	11.79	10.65	10.31
Net interest margin	3.23	3.12	3.07	3.07	3.14
Efficiency ratio	64.03	64.20	60.63	63.34	65.46

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

BancFirst Corporation
Summary Financial Information
(Dollars in thousands, except per share and share data - Unaudited, except where noted*)

	Twelve months ended	
	December 31,	
	2015	2014*
Condensed Income Statements:		
Net interest income	\$ 188,792	\$ 181,351
Provision for loan losses	7,675	3,072
Non-interest income:		
Trust revenue	9,091	9,180
Service charges on deposits	57,651	56,389
Securities transactions	9,269	1,641
Income from sales of loans	1,968	1,813
Insurance commissions	14,791	14,642
Cash management	7,510	6,741
Other	5,528	6,007
Total noninterest income	<u>105,808</u>	<u>96,413</u>
Non-interest expense:		
Salaries and employee benefits	113,083	108,640
Occupancy expense, net	11,512	11,610
Depreciation	9,966	9,595
Amortization of intangible assets	1,935	1,754
Data processing services	4,579	4,689
Net expense from other real estate owned	324	511
Marketing and business promotion	6,986	7,024
Deposit insurance	3,358	3,291
Other	33,972	36,407
Total noninterest expense	<u>185,715</u>	<u>183,521</u>
Income before income taxes	101,210	91,171
Income tax expense	35,040	27,284
Net income	<u>\$ 66,170</u>	<u>\$ 63,887</u>
Per Common Share Data:		
Net income-basic	\$ 4.25	\$ 4.14
Net income-diluted	4.17	4.04
Cash dividends declared	1.40	1.30
Common shares outstanding	15,597,446	15,504,513
Average common shares outstanding -		
Basic	15,559,059	15,430,773
Diluted	15,886,245	15,794,403
Performance Ratios:		
Return on average assets	1.01 %	1.00 %
Return on average stockholders' equity	10.38	10.92
Net interest margin	3.12	3.09
Efficiency ratio	63.04	66.07

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BancFirst Corporation
Summary Financial Information
(Dollars in thousands, except per share and share data - Unaudited)

	2015 4th Qtr	2015 3rd Qtr	2015 2nd Qtr	2015 1st Qtr	2014 4th Qtr
Balance Sheet Data:					
Total assets	\$ 6,692,829	\$ 6,406,096	\$ 6,498,898	\$ 6,570,120	\$ 6,574,972
Interest-bearing deposits with banks	1,394,813	1,491,873	1,638,038	1,699,265	1,710,350
Securities	554,449	507,858	537,319	550,125	524,783
Total loans	4,244,273	3,972,075	3,871,919	3,857,742	3,860,831
Allowance for loan losses	(41,666)	(40,970)	(42,621)	(41,557)	(40,889)
Deposits	5,973,358	5,698,591	5,808,221	5,883,801	5,904,704
Stockholders' equity	655,510	646,061	634,244	621,679	609,314
Book value per common share	42.03	41.44	40.76	40.08	39.30
Tangible book value per common share	37.73	37.99	37.27	36.52	35.71
Balance Sheet Ratios:					
Average loans to deposits	69.62%	67.88%	65.95%	65.85%	65.42%
Average earning assets to total assets	92.84	93.15	93.11	92.97	92.82
Average stockholders' equity to average assets	9.84	10.02	9.67	9.51	9.35
Asset Quality Data:					
Past due loans	\$ 1,841	\$ 2,061	\$ 1,311	\$ 1,498	\$ 1,135
Nonaccrual loans	30,096	30,321	32,177	16,562	16,410
Restructured loans	15,143	15,386	15,702	16,131	16,515
Total nonperforming and restructured loans	47,080	47,768	49,190	34,191	34,060
Other real estate owned and repossessed assets	8,214	7,863	7,521	6,418	8,079
Total nonperforming and restructured assets	55,294	55,631	56,711	40,609	42,139
Nonperforming and restructured loans to total loans	1.11%	1.21%	1.27%	0.89%	0.88%
Nonperforming and restructured assets to total assets	0.83	0.87	0.87	0.62	0.64
Allowance to total loans	0.98	1.03	1.10	1.08	1.06
Allowance to nonperforming and restructured loans	88.50	85.77	86.65	121.54	120.05
Net charge-offs to average loans	0.07	0.08	0.01	0.01	0.01

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

BancFirst Corporation
Consolidated Average Balance Sheets
And Interest Margin Analysis
Taxable Equivalent Basis
(Dollars in thousands - Unaudited)

	Three Months Ended			Twelve Months Ended		
	December 31, 2015			December 31, 2015		
	Average Balance	Interest Income/ Expense	Average Yield/ Rate	Average Balance	Interest Income/ Expense	Average Yield/ Rate
ASSETS						
Earning assets:						
Loans	\$ 4,138,694	\$ 50,677	4.86%	\$ 3,930,470	\$ 190,784	4.85 %
Securities – taxable	466,519	1,343	1.14	486,851	5,492	1.13
Securities – tax exempt	43,651	388	3.53	40,854	1,511	3.70
Interest bearing deposits with banks	<u>1,539,780</u>	<u>1,142</u>	0.29	<u>1,618,260</u>	<u>4,279</u>	0.26
Total earning assets	<u>6,188,644</u>	<u>53,550</u>	3.43	<u>6,076,435</u>	<u>202,066</u>	3.33
Nonearning assets:						
Cash and due from banks	182,716			177,479		
Interest receivable and other assets	335,595			320,247		
Allowance for loan losses	<u>(41,192)</u>			<u>(41,522)</u>		
Total nonearning assets	<u>477,119</u>			<u>456,204</u>		
Total assets	<u>\$ 6,665,763</u>			<u>\$ 6,532,639</u>		
LIABILITIES AND STOCKHOLDERS' EQUITY						
Interest bearing liabilities:						
Transaction deposits	\$ 777,120	\$ 206	0.11%	\$ 734,529	\$ 738	0.10 %
Savings deposits	2,067,412	1,238	0.24	2,052,161	4,702	0.23
Time deposits	736,532	1,205	0.65	732,183	4,811	0.66
Short-term borrowings	3,049	1	0.16	2,766	4	0.15
Long-term borrowings	1,533	32	8.35	386	32	8.36
Junior subordinated debentures	<u>31,567</u>	<u>492</u>	6.19	<u>28,005</u>	<u>1,966</u>	7.02
Total interest bearing liabilities	<u>3,617,213</u>	<u>3,174</u>	0.35	<u>3,550,030</u>	<u>12,253</u>	0.35
Interest free funds:						
Noninterest bearing deposits	2,363,561			2,317,639		
Interest payable and other liabilities	28,776			27,328		
Stockholders' equity	<u>656,213</u>			<u>637,642</u>		
Total interest free funds	<u>3,048,550</u>			<u>2,982,609</u>		
Total liabilities and stockholders' equity	<u>\$ 6,665,763</u>			<u>\$ 6,532,639</u>		
Net interest income		<u>\$ 50,376</u>			<u>\$ 189,813</u>	
Net interest spread			<u>3.08%</u>			<u>2.98 %</u>
Effect of interest free funds			<u>0.15%</u>			<u>0.14 %</u>
Net interest margin			<u>3.23%</u>			<u>3.12 %</u>

Attachment: BancFirst Complete RFP Response March 2016 (2338 : request for proposals for banking services)

Banking Services Proposal:

City of Nichols Hills/Nichols Hills Municipal Authority



Presented by:

Pam Wiley | Vice President | 405.272.2424

Presented on:

March 23, 2016





Bank of Oklahoma, N.A.
 201 Robert S. Kerr (73102)
 P.O. Box 24128
 Oklahoma City, OK 73124

www.bok.com

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 Vice President
 Treasury Services
 Phone: (405) 272-2424
 Fax: (405) 272-2116
 E-mail: pwiley@bokf.com

March 23, 2016

Ms. Kristi Hort
 City of Nichols Hills &
 Nichols Hills Municipal Authority
 City Clerk/Finance Director
 6407 Avondale Drive
 Nichols Hills, OK 73116

Dear Ms. Hort:

Thank you for the opportunity to provide our comprehensive banking proposal to the City of Nichols Hills and Nichols Hills Municipal Authority. We are excited at the prospect of developing a relationship with the City & NHMA and look forward to a growing partnership in years to come.

With this proposal we believe Bank of Oklahoma has demonstrated our commitment to provide effective solutions. We realize that cost is a very important component; but we also believe there are other factors that set us apart.

Responsive Management Team – Bank of Oklahoma’s goal is to provide our customers with a superior level of customer service and support as well as providing flexible solutions to fit your changing business needs. To accomplish this objective, we focus on business areas that warrant attention and select a team of experts to exceed your expectations for both product offering and customer services.

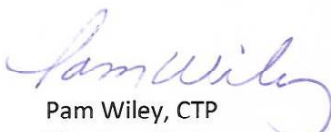
Comprehensive Services – BOK provides industry-leading services and can provide every service required by the City of Nichols Hills and Nichols Hills Municipal Authority.

Strong Capital Foundation – BOK is a well capitalized bank that is committed to continued growth in Oklahoma.

Community Involvement – BOK’s dedication to the local community is defined in our mission statement and is demonstrated through the actions of our employees. Together, we support local non-profit organizations through charitable grants and donations; provide leadership on local boards and committees; and volunteer our time for local events and programs.

We hope you will view our proposal as indicative of our strong desire to provide banking services to the City of Nichols Hills & NHMA. We look forward to working with you and building our banking relationship.

Sincerely,


 Pam Wiley, CTP
 Vice President



City of Nichols Hills and Nichols Hills Municipal Authority
Request for Proposal (RFP)
Banking and Investment Services

6407 Avondale Drive
Nichols Hills, OK 73116
(405) 843-6637

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***Banking
Services
Proposal***

March 23, 2016

Introduction

Introduction

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

INTRODUCTION

The City of Nichols Hills, Oklahoma along with Nichols Hills Municipal Authority (NHMA), hereafter referred to as "CITY", is seeking written proposals from qualified banking institutions (the "bank") as approved in our Investment Policy to provide various banking services. The purpose of this process is to obtain high quality requisite depository, banking and investment services at a competitive price. The schedule for this RFP may be found on Page 4 of this document. Per the schedule, the RFP for banking services contract to be awarded **April 15, 2016**, with service to begin in **May 2016**

Questions should be presented in writing to the City Clerk, with questions and answers provided to all banks. Responses to the RFP must address all of the items listed in this request for proposal and be submitted in a sealed envelope or package marked "Banking and Investment Services Proposal" on the outside of the envelope. Proposals must be received no later than **10 AM on Wednesday, March 23, 2016**. Proposals will be opened at Public Works Building, 1009 NW 75th, Nichols Hills, Oklahoma on **Wednesday, March 23, 2016 at 11 AM**. Please submit seven originals and one electronic copy of the proposal as follows:

City of Nichols Hills and Nichols Hills Municipal Authority
 Attn: City Clerk
 6407 Avondale Drive
 Nichols Hills, OK 73116

US Mail by 10AM March 23, 2016

City of Nichols Hills & NHMA
 Attn: Kristi Hort, Finance Director
 6407 Avondale Drive
 Nichols Hills, OK 73116

WALK-IN DELIVERY by 10AM March 23, 2016

City of Nichols Hills & NHMA
 Attn: Kristi Hort, Finance Director
 1117 NW 63rd Street
 Nichols Hills, OK 73116

Incomplete proposals will not be considered. Any exceptions to the specifications of this request for proposal must be clearly stated in writing in the proposal. The City reserves the right to reject any and all proposals, to waive irregularities, to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected, and to cancel this proposal if doing so would be in the public interest.

The successful proposal will be awarded a contract valid until **June 30, 2017** with the option to renew annually subject to the City and Bank's mutual agreement. The City is seeking a complete range of services and products as described in the Required Services section.

The City currently maintains approximately eleven depository accounts.



Background

***Banking
Services
Proposal***

March 23, 2016

BACKGROUND

City Manager David Poole, City Treasurer Gerald Marshall and Finance Director Kristi Hort are working together for the City and are seeking the most comprehensive services at the most competitive rates from the "bank". This Request for Proposal (RFP) represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions. Please provide contact information and corresponding e-mail address for the individual services (i.e. ACH, Wires, Monthly Investment RFP's, etc.). All addendums and responses will be sent to your contact going forward.

The City has an Investment Policy which clearly states the requirements of the bank. A copy of the policy may be found in Appendix A.

Please acknowledge receipt of this banking services proposal via e-mail to cityclerk@nicholshills.net.

Bank of Oklahoma (BOK) acknowledged this statement on March 8, 2016 and provided the contact information for the individual services on March 10, 2016.

BOK contacts are listed in the Required Banking Section on page 6.



***Banking
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Proposal***

March 23, 2016

Proposal Procedures

**Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)
Proposal
Procedures**

PROPOSAL PROCEDURES

The City has made every effort to include information within this RFP for the bank to prepare a responsive proposal. The City encourages banks to submit a proposal that is comprehensive, clear and concise.

The schedule of the proposal process is as follows:

Release of RFP	February 24, 2016
Questions from all banks	March 11, 2016 – Received by Noon
Responses to all questions	March 18, 2016 10 AM
Sealed Proposals are Due	March 23, 2016 10 AM
Will be opened:	March 23, 2016 11 AM at Public Works Building 1009 NW 75th Nichols Hills, OK 73116
Proposal Review	March 23 - 28, 2016
Interview finalists (if necessary)	March 29 - 31, 2016
City Council Approval of Contract	April 12, 2016
Notice of award	April 15, 2016
Implementation and Conversion	May 2016

All dates are estimates and subject to change by the City, except the Sealed Proposals due date.

Proposers are advised that if any information submitted is intended to remain confidential, it must be clearly identified as such. The City will endeavor not to disclose such information to the extent allowed under Oklahoma State law.

BOK acknowledges.

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)



***Banking
Services
Proposal***

March 23, 2016

Evaluation Criteria for Selection

**Evaluation
Criteria**

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

EVALUATION CRITERIA FOR SELECTION

Proposal Review - After the closing date, City staff will begin evaluation of all proposals submitted. Selected proposers may be requested to conduct an oral presentation of their proposals. These proposers will be notified to arrange an oral review meeting.

Evaluations of proposals will be made on the basis of the following objectives:

- Service availability 25%
- Cost of Service 35%
- Time deposit interest rates 40%

Award Notification – After a final decision is made, the successful bank will be invited to finalize a contract with the City of Nichols Hills and Nichols Hills Municipal Authority. The remaining banks will be notified in writing of their selection status.

Implementation and Conversion After Council Approval of Contract – The awarded bank will be expected to present a conversion/implementation plan that agrees to the timeframe on Page 4 and provide adequate support to City staff to ensure a smooth transition.

BOK acknowledges.



***Banking
Services
Proposal***

March 23, 2016

Required Banking Services

REQUIRED BANKING SERVICES

This list indicates all bank services to be provided by the bank under this agreement. Attachment I lists each of these services. The bank should use this attachment to provide the specific price for each service.

1. An account executive must be assigned to the City to assist and expedite the solution of potential problems.

At BOK, our goal is to provide our customers with a superior level of customer service and support as well as providing flexible solutions to fit your changing business needs. To accomplish this objective, we focus on business areas that warrant attention and select a team of experts to exceed your expectations for both product offering and customer service.

BOK uses a “Relationship Team” approach to provide prompt, efficient, and superior customer service. We have structured a team of our most experienced bankers that will manage the City’s accounts.

Relationship Manager

Darcy Peterson, Assistant Vice President in Corporate Banking, will be the Relationship Manager (RM) for the City. Darcy has 18 years of experience in the banking industry. She joined BOK’s Corporate Banking Group in September of 2000 and graduated from the bank’s Accelerated Career Track Program in 2004.

She will collaborate with Pam Wiley to collectively lead the team.

Treasury Management Officer

Pam Wiley, Vice President in Treasury Services, Treasury Management Officer has 38+ years in banking specializing in the area of Treasury Services. She joined the treasury division in 1998 and has earned the designation of Certified Treasury Professional (CTP). She is a member of the AFP (Association for Financial Professionals) and AFP of Central Oklahoma.

The RM and TMO work together upon award of any new business, and with existing clients to implement quarterly meetings, which they will discuss such things as: current processing standards and roll-out of new products, contract terms, services/enhancements roll-out schedule for the next year, best practices, and other topics that would help the City improve operations. Additionally, BOK offers economic and market insight webinars throughout the year.

Commercial Client Service Professional Team

Neesha Swann will be the City’s dedicated Commercial Client Services Professional (the CCSP’s) that will handle the day-to-day inquiries providing one central contact person for customer service support. She joined the CCSP Team in August 2014 and has been with the bank for 5 years. Neesha has 10+ years experience in corporate customer relations and will be personally introduced to the appropriate staff at the City to assure a solid working relationship. Neesha acts as a liaison to all operation areas within the bank (ACH,

Positive Pay, RCC, Wires, etc.) in order to minimize the number of contacts for the City's staff. She is backed by a CCSP staff of over 25 in our six other markets in order to provide prompt attention in the event of absence or immediate need; multiple team members in customer service will be familiar with the City's accounts in order to provide optimal service.

BOK's CCSP team adheres to a stringent "Sundown Policy"; if our CCSP's are not able to answer your inquiry while on the initial phone call, they are committed to calling you back that same business day with either a resolution or the anticipated timeframe to receive the resolution.

The CCSP team is available to the City daily from 7:30 a.m. to 5:30 p.m. CST via phone or email. If calling in and Neesha is taking another call or is unavailable, the call will automatically roll to her assigned back up. The City will always have the option to speak to a live person or leave a voice mail message for Neesha. During after hours and weekends/holidays, the City can call our Express Bank customer service team who can handle less complicated questions and issues.

Implementation Coordinators

Local implementation coordinators, Teresa Landrith and Diane McDaniel, will work with the City's staff during the implementation process including execution of the agreements, account opening, service setups, in person product training, and account analysis review for proper billing.

Teresa and Diane each have 20+ years of service at BOKF and have managed many large/complex implementations. They are considered subject matter experts on many of our systems and are considered "senior level" implementation coordinators across all markets. Upon award of new treasury business, or enhanced services for existing clients, they will meet with Pam to review the services being utilized, and the timeline established so they have a thorough understanding of all requirements.

BOSC, Inc.

Mike Gilbert, Vice President of BOSC, has worked in the financial industry for 31 years and in the investment area for 28 years. As a BOSC sales specialist, Mike provides financial market information, determines needs, and develops investment strategies for individuals, financial institutions, public entities, trust companies, and corporations. Primary products include: U.S. Treasuries, government agencies, municipal bonds, mortgage-backed securities, asset-backed securities, commercial paper, CDARS, and corporate debt.

Corporate Banking	Treasury Services
Darcy Peterson	Pam Wiley
Relationship Manager	Treasury Management Officer
Phone: 405-272-2191	Phone: 405-272-2424
Email: dpeterson@bokf.com	Email: pwiley@bokf.com
Implementation Coordinators	
Teresa Landrith	Diane McDaniel
Phone: 405-272-2281	Phone: 405-272-2166
Email: tlandrith@bokf.com	Email: d.mcdaniel@bokf.com

Customer Service	BOSC, Inc.
Neesha Swann	Mike Gilbert
Primary Client Service Professional	Investment Sales Officer
Phone: 405-272-2186	Phone: 405-272-2246
Email: nswann@bokf.com	Email: mgilbert@bokf.com

2. Depository accounts to maintain regular daily activities. Currently, the city maintains eleven such accounts. This number may vary.

BOK can provide the City with Depository accounts.

BOK offers Public Fund account options; non-interest and interest bearing checking accounts that are collateralized.

A. Collateralized Non-Interest Bearing Account:

BOK agrees to maintain securities as collateral at 110% for all the City's demand deposits above the \$250,000 FDIC limit.

- FDIC insured up to the \$250,000 limit
- Opt for earnings credit vs. interest
 - Earnings credit is a credit offered to offset fees in lieu of interest, the earnings credit is a bank administered rate and can change monthly.
 - As of February 2016 the current Earnings Credit Rate is 0.025%
 - Earnings credit floor of 0.025%

ECR Rates as of February 2016

Balances	ECR Rates
\$0 - \$249,999	0.15%
\$250,000 - \$749,999	0.20%
\$750,000 - \$999,999	0.25%
\$1,000,000 +	0.25%

Rates are subject to change

B. Collateralized Interest Bearing Account:

BOK agrees to maintain securities as collateral at 110% for all the City's demand deposits above the \$250,000 FDIC limit.

- Earn interest based on 3 month T-Bill average on accounts and pay monthly service fees of \$20.00 per account.
- As market conditions change BOK would consider negotiating the rate.

The bank will work with the City to determine the option that best meets their needs.

3. City requires that a night depository be available after 5 PM.

BOK can accommodate the City's request for a night depository. The Penn & NW Expressway branch at 5509 N. Pennsylvania, OKC, OK 73112 has a night drop; this location is 1.35 miles away from the City.

BOK's Night Drop cut-off time to receive same day ledger credit is 7:15 a.m. CST.

4. Collateralization of all account balances by 110 percent.

BOK acknowledges this requirement.

5. The bank will provide standard banking supplies and services; including but not limited to, deposit slips, deposit tamper proof bags, depository keys and secured deposit bags at no additional cost to the City. The City will provide all checks.

BOK acknowledges this requirement.

6. Monthly account and account analysis statements, confirmations and other report related features within two (2) business days after month end. Monthly account statements must include images of all deposits and withdrawals.

Bank statements are currently available the second business day after month end or next day for all other cut-off dates via TreasurySource, BOK's online balance reporting system, ERD Report. Paper bank statements are mailed no later than the fifth business day of the month.

Account Analysis (AA) statements are processed the tenth business day of the month. AA statements are available on TreasurySource ERD Report the business day following analysis statement processing. Account Analysis statements are mailed the tenth business day of the month.

Images of all withdrawals and deposited items are available on TreasurySource.

7. Online banking access allowing the City to wire funds, transfer funds, and submit ACH/EFT transactions.

TreasurySource (TS) is BOK's secure web-based online reporting system that provides the information reporting and transaction initiation tools needed to manage the City's daily cash management operations. TreasurySource is a convenient and user friendly system that is available to use from any computer or tablet (equipped with internet access) 24 hours a day, 7 days a week.

TreasurySource provides the following features:

- **Automated Clearing House (ACH) – TS supports a wide range of payment types including direct deposit of payroll, cash concentration, state and federal tax payments, and cash disbursement.**
- **Book Transfers – Authorized users can transfer funds between accounts of common ownership.**
- **Daily Reconciliation – Review and monitor account activity on a daily basis to prevent check fraud.**
- **Electronic Report Delivery (ERD) – Access a variety of statements and reports that include bank statements, commercial loan reports, EDI reports, returned items, account analysis statements, and ACH returns/NOC.**

- **Money or Wire Transfers** – Initiate both repetitive and non-repetitive domestic and international wires.
- **Alerts** – Create automatic notification related to account activity that keep users informed on the status of accounts. Notifications are available via email, voice, fax, or text message.
- **Positive Pay** – Submit manual issue or void items. The exception items report allows an authorized user to view images and make decisions to pay or return before the deadline.
- **Previous and Same Day Summary and Detail Reports** – Pre-formatted or custom reports can be created from a comprehensive and flexible query page. Same day reports include Wire, ACH, Controlled Disbursement, Lockbox, Remote Corporate Capture, & ICL detailed transactions. View images for up to 365 days.
- **Stop Payments** – View images, make inquiries on checks, issue stop pay instructions, and cancel previously placed stops. Six or twelve month expiration periods are available.

TreasurySource utilizes the most advanced security systems to protect customer's data and funds. It also allows for multiple users to customize each user's access to specific accounts and each user's authority with regards to view and transaction initiation.

8. **Wire Transfer Services:** The City currently generates between four (4) and eight (8) incoming and outgoing wires each month. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures.

TreasurySource will allow the City to initiate Domestic and International Repetitive and Non-Repetitive Wires, future dated wires, view status of wire transfers, as well as any host responses on the Wire Transfer Report.

BOK will allow the City to delegate wire authority to its employees, within TreasurySource as well as phone initiated wires as needed for the City's security procedures.

To initiate wires via TreasurySource, the City will select the 'Money Transfer' option in the drop-down box of services. Once there, the user can select to send a wire through the 'Wire Input' tab or the 'Wire Templates' tab. With the Wire Input option, the City will initiate a wire by using a specific template or by initiating a free form wire.

To initiate a free form wire, the City will select the debit account and appropriate wire type – domestic or international, then enter the wire instructions, and submit the request. The wire is then sent to an approval queue for additional user(s) to approve. A designated approver selects the 'Wire Approval' tab, enters their RSA token validation, review the information, and then selects approves, edit, or delete for each pending wire. Once an action has been selected, the user will submit the selections to complete the process.

The Wire Template would be used if the City frequently sends wires from the same Originator to the same Beneficiary. The template records the account information and the City will simply need to fill in the amount and the date to create a new wire.

Wires can be future dated up to one year in advance.

The cut-off times for same day wire initiation via TreasurySource are:

- 4:55 p.m. CST for Domestic Wires
- 4:00 p.m. CST for International Wires

TreasurySource has a number of safeguards and controls used to prevent internal fraud by City employees using TreasurySource. Some of these safeguards are:

- Adding/Deleting Accounts: Only BOK staff can add or delete accounts to the City's TreasurySource. This is done only after receiving a request from an account signer or person with pre-defined authority.
- Administrator: The TreasurySource administrators from the City will have the ability to access all accounts, setup new users, and define their access to specific accounts and services (wires, ACH, etc.). At the City's request, BOK can require dual control at the administrator level so that any changes to existing users or new user setups require verification from both TS administrators.
- Authentication: TreasurySource requires a multi-level login process with Company ID, User ID, and Password. Company IDs are provided to administrators at the City who have been authorized by appropriate officers/signers. The administrator sets up users and issues user IDs through the admin functions within TS. User passwords must be changed every thirty days. TreasurySource also requires an additional layer of security in the form of token authentication (changing algorithm PIN) for higher risk transactions like ACH and wires. All wires require a minimum of two users to approve each wire.

BOK utilizes RSA hardware tokens to authenticate users as authorized for ACH and Wire Transfer Services. The token is a physical device displaying a dynamic six digit numeric value every sixty seconds. A TreasurySource user is presented with a 'challenge box' entry field upon clicking ACH Batch, ACH Approval, ACH Pass-Thru, or Wire Approval Services. The user is then required to enter the 6-digit numeric value displayed on the token to authenticate access to the service.



Trusteer Rapport is an additional security layer solution that BOK strongly encourages the City to use with TreasurySource. Trusteer Rapport is an add-on program and is provided at no charge to all commercial clients. This system differs from other anti-virus and firewall software because it protects access to financial data by looking for malware signatures. It blocks malware attacks on all types of workstations and disables the malware.

Once Trusteer Rapport has been installed on the workstation, the following pop-up window will appear when the user is browsing a site, information them that the site is protected. Rapport is entirely transparent and does not require any configuration or maintenance.



Additionally, the City will have the ability to contact BOK's wire department directly to initiate wires. The designated individual(s) will receive a PIN after the City executes the Funds Transfer Agreement (FTA). For security purposes, the Wire department will contact a second signer on the FTA to confirm the wire before it is sent.

The cut-off times for same day wire initiation via phone are:

- 4:00 p.m. CST for Domestic Wires
- 3:00 p.m. CST for International Wires.

Please refer to the Appendix Section for the Funds Transfer Agreement and the Treasury Master Agreement.

9. Must provide direct deposit services.

BOK utilizes Automated Clearing House (ACH) service which will allow the City to initiate credit and/or debit entries destined for accounts at financial institutions domestically as well as internationally.

BOK can accept NACHA formatted files through TreasurySource and Direct Transmission. Non-NACHA formatted files can be created utilizing ACH batches through TreasurySource. The City may also "Import" non-NACHA (comma delimited and fixed length) and NACHA files through TreasurySource Import. The Batch and the Import options offer the City dual control protection. Files sent through Movelt, direct transmission, can be automated or manual.

The deadline to originate ACH items is 8:00 p.m. CST.

10. Must provide remote deposit services.

BOK's Remote Corporate Capture (RCC) service offers the freedom to make deposits any time of the day without leaving the office. Deposits are made using an on-site scanner. The software then transmits the deposits to the bank for processing.

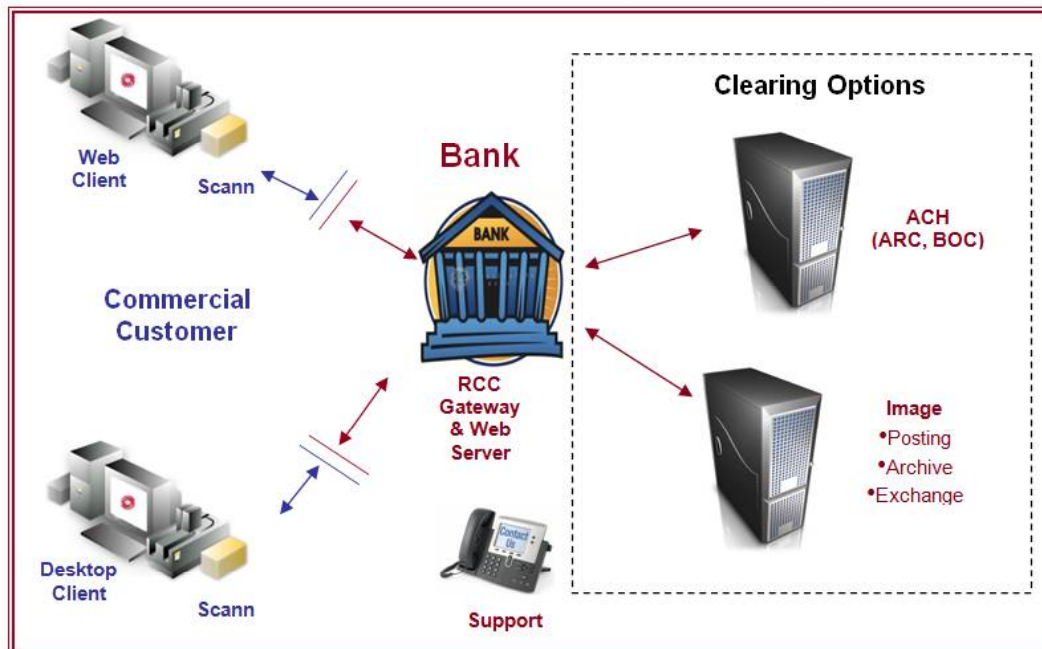
Features:

- **Split Payment Processing:** Input unlimited customer invoices for one check allowing you to update multiple Customer accounts quickly.
- **Automatic Updating to Your Receivables System:** Avoid further keying by automatically uploading your file into your receivables system.
- **Multiple Customer Fields:** Use customer-defined fields for more specific information.
- **Deposit Review:** Access deposit reports at the corporate level; view images and input information at remote locations.
- **Duplicate Item Verification:** View images of two items at once, so you will know for sure if you have a duplicate item you are attempting to deposit.

RCC Deposit Deadlines and cut-off times are as follows:

- Deposits submitted before 10:00 p.m. CST, Monday through Friday, will be credited the same day.
- Deposits submitted after 10:00 p.m. CST, Monday through Friday, will be credited the next banking day.
- Deposits submitted on Saturday, Sunday, and Bank Holidays will be credited the next banking day.

RCC Work Flow:



How It Works:

- 1) Each check is scanned into BOK's RCC software or web version using a desktop scanner.
- 2) Next, balance the deposit dollar amount to the sum of the scanned checks.
- 3) Finally, securely transmit your deposit electronically to BOK using the internet. With a final Image Quality Analysis (IQA) acceptance, the deposit receipt is confirmed and posted to your account.

Images will be stored within the RCC system for 14 days. Our Service Level Agreement (SLA) dictates that, if a deposit review is required; such deposits are reviewed by BOK within one hour after submission. Checks are released via Image Cash Letter into the collection process periodically throughout the day to maximize funds availability.

11. Must provide check protection ("positive pay") services.

BOK can provide the City with the following types of check protection.

A. Positive Pay without Reconciliation:

Positive Pay without Reconciliation will allow the City the ability to either transmit a file via Movelt (secure FTP) or use TreasurySource as a means to easily send issue or voided check information individually.

Benefits include:

- Identification of potentially fraudulent checks within a 24-hour window to reduce exposure to fraud losses.
- A means of identifying internal items that need additional validation based on dollar limit rules.
- Verification of stale dated checks streamlines the process for potential special handling needs.

B. Positive Pay with Payee Verification:

Positive Pay with Payee Verification is the most sophisticated of all account reconciliation services. By using this functionality, BOK will compare the payee name on the physical checks drawn on the City's account(s) against one or more lines of text that the City includes in the issue files. If the payee name on the physical item does not exactly match the payee name included in the issue file, the item will become an exception, allowing for a "Pay" or "Return" decision. This service is in addition to the MICR line data match with standard Positive Pay.

C. Full Reconciliation with Positive Pay:

Full Reconciliation provides the status of both paid and outstanding checks, matching and reconciling items paid against the account to the issued file record submitted by the City. Validation of stale-dated, as well as dollar minimum and maximum, may be performed.

Full Recon comes with Positive Pay service at no additional charge. Payee verification may also be included with Positive Pay for no additional charge.

Exceptions will be available for the City in TreasurySource for decisioning. An alert can be setup in TreasurySource to notify the City when the Positive Pay exactions are available. The timeframe to make a decision is from 11:00 a.m. CST to 3:00 p.m. CST. The City may designate a default decision to “Pay All” or “Return All” if the exceptions are not worked prior to the state cut-off time. However, BOK’s default and recommendation is “Return All.”

12. Automatic redeposit of returned checks a second time, if the instruments are initially dishonored due to “NSF” notations. NSF fees are to be assessed against the monthly analysis.

BOK can re-deposit return items a total of two times using paper and up to three if Re-Presented Check (RCK) is requested. RCK is the re-present of a returned check through the Automated Clearing House (ACH) network, generally improving the possibility of collecting on the check.

The bank has the following optional Return Instructions:

- Physical items (charge backs) mailed to statement address or alternate address such as a check collection agency.
- Redeposit (second presentment/reclear) for all items or only those over a clients specified dollar limit.
- Same day courtesy phone call and/or email notification including an image of the item(s).
- Full Data Entry – such as Full Maker’s Name, a driver’s license number (if available), depositing location number, the client’s endorsement from the returned item, etc.
- Duplicate advices can be sent to alternate address.
- Automated fax reporting – fax notification of images and returned items information.
- Advices, and the resulting data to DDA and TreasurySource, can be reported at a summary/account level or a detail/item/location level.
- Centralized return item instructions allowing consolidated handling instructions for all paper deposited return items into one account.

Additionally, BOK can also provide a specialty web-based tool called ReturnSource. ReturnSource helps you reduce the labor and expense of tracking returned items. ReturnSource provides direct access to return items to view images, pull reports, and process dispute requests. Multiple uses can be setup within ReturnSource with limited access and authority. Images and information are available for up to 6 years with ReturnSource.

Fees will be assessed against the monthly analysis.

13. Stop Payment fees shall be waived.

BOK acknowledges this requirement.

14. Courier services provided and fees assessed against the monthly analysis.

In BOK's commitment to clients, the bank has found it more cost effective for clients to hire their own courier service when needed. Since this is a contract between the City and the courier service the charges would be paid directly by the City.



Investment Services

***Banking
Services
Proposal***

March 23, 2016

Investment
Services

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

INVESTMENT SERVICES

All investments (certificates of deposit) bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank.

BOK Financial is pleased to provide investment services through BOSC, Inc., its wholly owned broker/dealer subsidiary. As a leader underwriter of fixed income products, BOSC provides investment advice, market insight, and professionally executed trades and other brokerage services to a variety of institutional clients.

BOSC executed an average of \$3.8 billion in transactions with our governmental or municipal customers in each of the last five years, using securities such as bank CDs, brokered CDs, U.S. government agency bonds, and U.S. Treasury bonds.

Typically, CDs (including brokered CDs, Bank of Oklahoma CDs, and/or CDs through the CDARS program) are the best option for public entities due to their spread over treasury and agency yields.

Here's a current look at rates in the 3-month to 2-year range:

Term	Brokered CDs	BOK CDs*	CDARS	Agencies
3-mo	0.30%	-	0.25%	0.31%
6-mo	0.45%	-	0.48%	0.47%
9-mo	0.60%	-	-	0.53%
1-yr	0.70%	0.05%	0.65%	0.66%
18-mo	0.95%	0.15%	-	0.75%
2-yr	1.20%	0.30%	0.88%	0.95%

*Collateralized

Brokered CDs are currently the best option in the short maturity range, so we encourage our customers to utilize them to the extent possible given the \$250,000 FDIC limit. Once the highest-paying brokered CDs are exhausted, public entities tend to rely on some combination of traditional collateralized CDs, CDARS, or U.S. government agency bonds to maximize returns.

For short-term cash needs, we typically utilize institutional money market funds through a major fund provider (Fidelity, Goldman Sachs, and JPMorgan) or take advantage of the Insured Cash Sweep (ICS) FDIC-insured deposit product offered by the same company that developed CDARS. We are currently able to offer ICS balances at 0.10%, while U.S. government money market funds continue to pay 0.01%.

ICS allows for same-day access to funds as long as orders are received by 9:00 AM. After 9:00, funds are available on the next business day. More information on ICS can be provided upon request.

Bank of Oklahoma CDs and bank balances are collateralized when they exceed the FDIC limit of \$250,000 at 110%. Securities used to collateralize public funds are issued by Fannie Mae and Freddie Mac.



***Banking
Services
Proposal***

March 23, 2016

Format & Content of Proposal

- **Attachment I – Proposed Fee Schedule**

FORMAT & CONTENT OF PROPOSAL

In order to fully and equitably evaluate each bank's ability to meet the banking services needs of the City, the Proposed Fee Schedule (see Attachment I) must be completed and submitted. Each proposal must include a response to each item in the "Required Banking Services" in the order given.

BOK acknowledges this requirement and has provided pricing on the following pages.

The following fee schedule is not inclusive of all services that BOK offers, in the event the City of Nichols and BOK identifies additional products or services the fee will be negotiated at that time.

Additionally, the City can choose to be invoiced or have the fees debited monthly, quarterly, semi-annually, or annually. BOK will assess a monthly fee of \$25.00 if the City elects to have their fees invoiced.

Attachment I – Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker / Dealer	Varies based on individual security	Varies based on individual security	
Earnings Credit – Each Account	Based on Balances	Per Account	\$0 - \$249,999 = 0.15% \$250,000 - \$749,999 = 0.20% \$750,000 or > = 0.25%
DDA Maintenance	\$20.000	Per Account/Month	
Deposit	\$0.400	Per Item	
Deposited Checks (on your bank)	\$0.400	Per Item	
Deposited Checks from Oklahoma	\$0.080	Per Item	
Deposited Checks - Out of State	\$0.095	Per Item	
Deposited Checks – Government	N/A		
Deposited Checks - Other	\$0.080	Per Item	
Return Items	\$5.500	Per Item	
Deposit Correction Fee	\$5.000	Per Item	
Checks Paid	\$0.180	Per Item	
Stop Payment Fee	\$0.000	Per Item	Waived Per RFP Requirement
ACH & Electronic Debit	\$0.180	Per Item	
ACH & Electronic Credit	\$0.300	Per Item	
Positive Pay Service	<150 = \$20.000 150 – 1,000 = \$50.00 >1,000 = \$80.00	Per Account/Month	Positive Pay is tiered pricing per account.
Positive Pay ACH Per Item	\$50.000	Per Account/Month	
Positive Pay Check Per Item	\$0.050	Per Item	Positive Pay w/o Recon Excess (> = 1,600 items)

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Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
ACH Origination Fee	\$20.000	Per ACH Company ID	
ACH / Originated	\$0.140	Per Item	
ACH / Files Transmitted	\$10.500	Per File	
ACH / Return Items	\$4.000	Per Item	
On Line Banking	\$45.000	Per Account/Month	
On Line Banking - Other	\$40.000	Per Account/Month	Same Day Detail Report.
Remote Deposit	\$45.000	Monthly Maintenance	
Remote Deposit – Per Item Fee	\$0.055	Per Item	
Remote Deposit - Items drawn on your bank	\$0.030	Per Item	
Remote Deposit - Items Oklahoma (in state)	_____.		Refer to Checks Deposited Image Groups on page 22
Remote Deposit - Items Out of State	_____.		Refer to Checks Deposited Image Groups on page 22
Remote Deposit - Government	_____.		Refer to Checks Deposited Image Groups on page 22
Wire Transfers – Domestic - Outgoing	\$10.000	Per Wire	Wires initiated via TreasurySource
Wire Transfers – Domestic - Incoming	\$8.50	Per Wire	
Deposit Slips	\$0.000	Per Item	Waived Per RFP Requirement
Tamper Proof Deposit Bags	\$0.000	Per Item	Waived Per RFP Requirement
Courier Services - daily pickup	N/A		Paid directly by the City to the selected courier service

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

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ADDITIONAL FEES NOT LISTED ON THE ORIGINAL PROPOSED FEE SCHEDULE:			
Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
Encoding of Checks Deposited	\$0.040	Per Item	
R/I Instructions	\$5.000	Per Account/Month	
R/I Special Instructions – Alternate Address	\$5.000	Per Account/Month	
R/I Special Instructions - Data Input	\$5.000	Per Item	
R/I Special Instructions - Item Notify	\$5.000	Per Item	
R/I Special Instructions - Reclear	\$5.000	Per Item	
R/I Special Instructions - Second Advice	\$5.000	Per Item	
R/I Check # Capture	\$0.040	Per Item	
R/I Fax Advice	\$2.500	Per Item	
R/I Fax Notification	\$0.250	Per Item	
R/I Forwarded	\$0.750	Per Item	
R/I Full Maker Name Cap	\$0.100	Per Item	
R/I Image	\$0.250	Per Item	
R/I Phone Call	\$4.000	Per Item	
Reclear	\$4.000	Per Item	
Positive Pay Exception Report	\$12.500	Per Account/Month	
Positive Pay Return	\$19.000	Per Item	
Positive Pay Exceptions	\$1.100	Per Item	
Account Recon Data Transmission	\$10.50	Per Transmission	For Positive Payee Verification or Direct Files Submitted
ACH Block	\$15.000	Per Account/Month	

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

City of Nichols Hills and Nichols Hills Municipal Authority
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ADDITIONAL FEES NOT LISTED ON THE ORIGINAL PROPOSED FEE SCHEDULE:			
Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
TreasurySource ACH Module	\$20.000	Per TreasurySource ID	
ACH NOC	\$3.000	Per Item	
ACH Prenotes	\$0.140	Per Item	
ACH Reclear	\$1.500	Per Item	
ACH Rejects	\$4.000	Per Item	
TreasurySource Alert Module	\$8.000	Per TreasurySource ID	
TreasurySource Alerts – Email/Text > 20	\$0.150	Per Item	
TreasurySource Alerts – Fax	\$0.550	Per Fax	
TreasurySource Alerts – Voice	\$0.550	Per Alert	
TreasurySource Balance Report Detail	\$0.070	Per Item	
TreasurySource Book Transfer	\$2.000	Per Transfer	
TreasurySource ERD Module	\$7.000	Per TreasurySource ID	
TreasurySource ERD - ACH/RET/NOC	\$10.000	Per Account/Month	
RCC Deposit	\$0.350	Per Deposit	
RCC Adjustment	\$5.000	Per Item	
Checks Deposited - Image Group I	\$0.400	Per Item	
Checks Deposited - Image Group II	\$0.060	Per Item	
Checks Deposited - Group III	\$0.070	Per Item	
Checks Deposited - Group IV	\$0.080	Per Item	
Checks Deposited - IRD Group I & II	\$0.080	Per Item	

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

City of Nichols Hills and Nichols Hills Municipal Authority
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ADDITIONAL FEES NOT LISTED ON THE ORIGINAL PROPOSED FEE SCHEDULE:			
Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
Checks Deposited - IRD Group III	\$0.100	Per Item	
Checks Deposited - IRD Group IV	\$0.130	Per Item	
Outgoing Fed Wire	\$15.000	Per Wire	Wires Initiated via Voice
TreasurySource Wire Module	\$10.000	Per TreasurySource ID	
Cash Deposits	Varies per deposit amount	Per \$1,000 per deposit	\$0 - \$1,499 = \$1.200 \$1,500 - \$14,999 = \$1.000 \$15,000 and above = \$0.800
Setup Fees	Waived		



Additional Services

***Banking
Services
Proposal***

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ADDITIONAL SERVICES

BOK has the following additional services that would assist the City of Nichols Hills.

- Wholesale Lockbox

BOK's Image Wholesale Lockbox service is designed to accelerate the processing and collection of payments you receive from your customers. Payments are usually low-volume, high-dollar transactions.

Benefits:

There are many corporate benefits of lockbox processing; it is our experience that these benefits are usually different for each user. Lockbox cash acceleration can be estimated and its dollar value can be quantified. However, some of the more intangible benefits have proven to be equally worthwhile. By increasing the mail receipt, remittance processing, and deposits, the City will benefit from the following:

- Cash Acceleration – Convert a considerable portion of the delay or “float” in the City’s account to usable funds by reducing mail and office processing delay in your deposit.
- Reduced Clerical Expense – Reallocate employee time spent opening envelopes, separating the contents, preparing the deposit, and delivering the deposit to the bank.
- Constant Workflow – BOK’s lockbox operations area processes items up to six days a week ensuring a smooth flow of funds and information.
- Customized Processing – Individually tailored to fit the City’s present procedures and meet your future requirements for more advanced operations.
- Data Capture – Minimize the handling of invoices and check images by utilizing the information captured by our lockbox which is transmitted directly to the City’s accounts receivable system on a day-of-deposit basis.
- Improved Audit Controls – BOK’s lockbox protects the City’s personnel and systems from possible compromise in the handling of remittances because it completely separates these two important areas.
- Automated Processing Enhancements – The bank’s lockbox can condense deposit and data capture functions into one step providing cash and information acceleration.
- Reduced Bonding – The City’s exposure is considerably reduced because remittances are not in the office, thereby, potentially making the City eligible for lower insurance ratings.
- Accelerated Processing – Mail is picked up at the Main Post Office ensuring efficiency when picking up remittances and mailing out deposit data.

The pricing on the lockbox services can vary depending on the options that suit the City’s specific needs.

- Retail Lockbox

BOK's Image Retail Lockbox system is designed to accelerate customer payments, reduce clerical expense, and improve management control. We specialize in Remittance Processing solutions for a wide range of customers including telecom, utility, state and county tax, insurance and mortgage companies.

Benefits:

- **Ability to Process Paper and Electronic Items:**
 - Processing of single “clean” payments, “multiples” payments, over and under payments, checks only, and payments with notes and/or address changes.
 - System allows for date edits, dollar amount edits, check digits, two dollar amount fields in the scan line, and an account number field in the scan line as well.
 - No limit to the number of batches
 - Additional options available such as identifying special contributions/donations identified on customer stubs.
 - Positive and DEROG File Processing as well as Interactive Lockbox Processing.
- **Secure Internet Based Image Solution:**
 - Processed checks and remittance stub images can be viewed by the City, front and back, via the Internet.
 - Payments can be researched by dollar amount, check number, remittance account number, checking account number, check routing number, batch and sequenced and date processed.
 - The bank is able to produce searchable imaged lockbox CD’s with payment information at any customer specified interval.
- **The Ultimate Lockbox Outsource Solution:**
 - BOK takes care of and answers all issues and questions expediently with the actual decision manager not just a regional or market manager.
- **DEROG/Stop File Processing:**
 - DEROG File Processing is an optional feature that enables our customers to transmit a periodic stop file to the bank. This file includes a list of customer account numbers that, when payment is received by the bank, should not be accepted by BOK.
 - As payments are being processed, the bank will match the account number against the DEROG file of account numbers no to be processed and return any matching account numbers to the customer.
- **Mark Sense Detection Processing:**
 - Detects address changes and written notes on the stub in predefined areas.
 - Can also be used to detect other specific areas on a stub such as donations, special marketing promotions, credit card charge requests, etc.
- **Interactive Lockbox:**
 - Allows the City to choose a correct account number for those payments for which the Bank could not find an account number.
 - Unprocessed “suspended” items are out sorted and carried over for on additional business day in three batches (singles, multiples, and checks only).
 - “Suspended” items that have already been carried over for one business day are rejected and sent to the customer for handling. Processed stubs are maintained for one week and then destroyed.

The pricing on the lockbox services can vary depending on the options that suit the City’s specific needs.

▪ **Business Invoicing**

BOK's Business Invoicing service is a cost-effective, web-based billing and payment solution. The City can distribute invoices to customers and accept echecks and credit/debit card transactions electronically from one platform, which is accessible via a secure website.

Business Invoicing would also allow the City to accept online payments from customers via a simple URL on your website. This enhances your customers' experience and provides them with flexible payment options.

Features:

- Electronic invoicing – A simple module that provides merchants the ability to create invoices. Batch import is available for large volume clients.
- Flexible payment solutions – eChecks and credit/debit cards can be accepted online or via the virtual terminal function for key entered transactions.
- Transaction reporting – Deposit and balance reporting are available.
- Manage customer inquiries
- Easily incorporated into your company website and customized with The City of Nichols Hills logo.

Customer Benefits:

- Saves time and money
- Maximizes your cash flow
- Eliminates the need for paper invoicing
- Increases efficiency by streamlining workflow processes and payment solutions
- Increases reporting accuracy with real time payment activity
- Provides great convenience and better service to your customers.

Business Invoicing	Fee
Monthly Fee (per account)	\$75.00
eInvoice (per item)	\$0.10
ACH/eCheck (per item)	\$0.45
Credit Card (per item) (Plus Merchant Interchange Fees)	\$0.20

• **Corporate Card:**

BOK's Corporate Payments Solution combines travel and purchasing transactions into a unified process with simplified management and maximized savings. Available to any company with annual sales greater than \$5 million, our Corporate Payments Solution combines the strengths of all major purchasing options resulting in increased efficiencies and cost savings across all platforms. It gives the City the ability to offer your employees unsurpassed flexibility without sacrificing control.

Features and Benefits:

- **Controlled Spending:**
 - Individual card spending controls restrict card use to specific dollar amounts at the employee or department level.
 - Limits can be established by transaction, day, week, or month.
 - Limit spending in certain merchandise categories or types of supplies.

- Expense reporting adds efficiencies
- Reduces Corporate Risk:
 - The City will be protected up to \$100,000 per cardholder; per incident for misuse for qualified annual spend levels.
- Rebate/Rewards Opportunity:
 - Choose rewards or rebates
 - Receive rebates for qualified annual spend over \$1 million per year
 - Combine rewards and rebates for spend over \$10 million per year
- Reporting Options:
 - General ledger interface capabilities
 - Full reporting for expense management
 - Easy integration with current payment systems
 - Real Time – web based for easy and quick access
- Card Options:
 - Purchasing Card
 - Travel and Entertainment Card
 - Combine One Card for Both
 - Ghost Card
 - Declining Balance Card
 - Single Use Card
 - Diversion Account
- Travel Services:
 - Automatic travel insurance and emergency travel services
- Support Services:
 - Experienced program consultants
 - 24 hour domestic customer service
 - Tax and compliance management support
 - End-to-end implementation strategies
- Worldwide Acceptance:
 - Either Visa or MasterCard
- Liability:
 - Corporate or Joint and Several

Additional Company Cards and Prepaid cards are available with a variety of functional aspects.

- Merchant Services

Merchant Services at BOK offers efficient and cost-effective solutions for accepting card payments to thoughts of businesses throughout the United States. We don't outsource the merchant services to another vendor – it's all handled by TransFund, our own company, one of the nation's foremost merchant services processors.

BOK creates customized solutions to meet the needs of each merchant. Businesses have the option to accept the following cards:

- Visa
- Discover
- PIN debit cards
- Electronic benefit cards (EBT)
- MasterCard
- American Express
- Gift cards

The cards can be processed in many fashions including the following options:

- **Smart Phone/Mobile** – Businesses with this technology like this option for its convenience. Optional accessories include a card reader and printer.
- **Point-of-Sale Terminals** – Great for retail environment where the card is present. Latest technology includes options for contact, contactless, and near-field communication.
- **Virtual Terminals** – Good option when the card is not present. Supports recurring billing and unlimited users. Merchants access a secure internet gateway to process transactions.
- **Website Processing** – Merchants can integrate bank card processing into their website.
- **Software Solutions** – Industry partnerships allow connectivity to a wide array of custom software solutions.
- **Touchtone Phone** – good option for low-volume merchants. Only requires a manual imprinter.

Customer Benefits:

- **Convenience** – the City can accept immediate sales and reduce your trips to the bank
 - **Reduced Receivables** – reduce your 30-, 60-, or 90-day outstanding receivables by accepting card payments.
 - **Fast Availability of Funds** – funds are available within 24 to 48 hours and deposited directly into the City's account.
 - **Easy Reconciliation** – merchants receive the gross amount of their card deposits upfront and processing fees are collected at the end of the month.
 - **Detailed Reporting** – online reporting or hardcopy deposit summary statements include all card transactions and a summary of deposits and fees.
 - **No long-term contracts or penalties for early termination.**
 - **Free terminal supplies**
- **Payroll Card**
 BOK's Corporate Payments Solution Prepaid Edition combines the flexibility of several debit card options. Prepaid cards are available to companies that need a secure payment solution for employees, customers or contractors. Prepaid card options can be as simple as payroll cards or we can create a unique solution to fit most corporate needs. Cards can either be instant issue or ordered for fast fulfillment. The Visa, MasterCard, or Discover branded cards are accepted at millions of locations worldwide – including retail stores and online.

Options:

- **Payroll Cards** – Gives employers the ability to pay all employees electronically; including those without bank accounts
- **Sales Incentive Cards** – Can be used for new customer acquisition, sales performance incentives, referrals and loyalty or retention
- **Employee Gift Cards** – Can be given to employees for regards , sales contests or a job well done
- **Promotion Cards** – Can be used to promote a new product with a custom design card
- **Rebate Cards** – Can be used to move product inventory or launch new products

Potential Uses:

- **Holiday Gifts**
- **Years of Service Awards**
- **Customer Apology Gifts**
- **Resort Stays**
- **Reward Programs**
- **Custom Programs**
- **Annual Bonuses**
- **Prizes or Contests**
- **Door Prizes**
- **Merchant Rebates**
- **Product Rebates**
- **Sales Incentives**
- **Safety and Service Levels**
- **Medical Tests**
- **Thank You's**
- **Conference/Seminar Attendance**

Benefits:

- **Reduce the cost of issuing checks and reconciliation**
- **Maximize customer contact and brand recognition**
- **Give employees or customers peace of mind through the safety associated with cards versus cash**
- **Provide cardholders with convenience and flexibility**
- **Reduce time and expenses of distributing checks while employees automatically receive funds on payday**
- **Employers save time and money by eliminating efforts associated with check replacement**

Support Services:

- **24-hour bilingual domestic customer service**
- **End-to-end implementation strategies**

Worldwide Acceptance:

- **Visa, MasterCard, Star, or Discover depending upon solution**

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)



***Banking
Services
Proposal***

March 23, 2016

Appendix A

- **Investment Policy**
- **List of Approved Depositories Institutions**

EXHIBIT A

Nichols Hills, Oklahoma
INVESTMENT POLICY
*Approved by the City Council on May 13, 2014
by means of Resolution No. 1211B.*

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Attachment 1: 62 O.S. 2011 § 348.1; 62 O.S. 2011 § 348.3.

I. Policy

It is the policy of Nichols Hills, Oklahoma (the “City”) and the duty of the City Treasurer to invest the public funds in the custody of the City Treasurer to provide the highest investment return consistent with the primary objective of maximum security while meeting the daily cash flow demands of the City in conformance with the constitution and laws of the State of Oklahoma and the City Charter of Nichols Hills.

This policy is intended to be in compliance with Sections 348.1 and 348.3 of Title 62 of the Oklahoma Statutes. All provisions of this Policy shall be interpreted and applied, to the extent possible, in a manner consistent with such statutory provisions, as amended.

II. Scope

This Policy applies to funds of the City and related Public Trusts that have also adopted this policy.

III. Standard of Care

The standard of care to be used by the City shall be the statutory "prudent person" standard and shall be applied in the context of managing the public operating funds of the City described within this Policy. The "prudent person" standard as it relates to the investing of public funds is defined as follows:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

IV. Ethics and Conflicts of Interest

Any officers or employees of the City involved in the investment process shall refrain from personal business activity that could conflict or give the appearance of conflict with the proper execution of the investment program or impair their ability to make impartial investment decisions and shall annually advise the City Manager or City Manager designee of any personal financial interest in any financial institution that conducts business with the City. Such officers or employees shall refrain from undertaking personal investment transactions with the same individual or broker/dealer office with which business is conducted on behalf of the City.

V. Objectives

The City Treasurer (City Treasurer and any assistants) will follow three major, prioritized objectives in investing the operating funds:

- 1 Safety - Safety of principal is the foremost objective of the City's investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital of the portfolio. This objective will be to minimize credit risk.
- 2 Liquidity - The investment portfolio shall at all times be sufficiently liquid to enable the City to meet all of its operating cash flow needs that are reasonably anticipated. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- 3 Return on Investments - The City's investment portfolio shall be designed with the objective of attaining a competitive rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints, liquidity needs and cash flow characteristics of the portfolio. Return shall be subordinated to safety and liquidity.

VI. Delegation and Restriction of Authority

The ultimate authority and responsibility for the investment of surplus funds of the City is granted by Oklahoma State statutes to the City Treasurer. The City Treasurer and any City personnel involved in the investment process shall act responsibly as custodians of public funds. The City Treasurer shall be responsible for all transactions undertaken and if additional City personnel have authority to engage in investment activities, the City Manager shall establish a system of controls and procedures to regulate the activities of assistants.

City personnel who have authority to invest public funds, make wire transfers or who have signatory authority for depository accounts shall be required to be bonded in accordance with the bonding requirement for the City Treasurer set forth in the Nichols Hills Charter. All investment transactions shall be reviewed by the Finance Director or a designee of the City Manager's Office.

VII. Authorized Depository Institutions/Financial Dealers

Any financial institution which desires to become an approved depository shall notify the Finance Director, who shall notify the Investment Committee. The Investment Committee shall review materials submitted by such institution and make a recommendation to the City Council as to whether the institution should be placed on the list of approved depository institutions. By resolution of the City Council, an approved listing of depository institutions authorized to receive deposits of City funds may be established, and such resolution may rescind all prior resolutions approving depository institutions or supplement an existing list of approved depository institutions. No institution will be placed on the list of approved depository institutions unless, at the time of approval by the City Council, such institution is on a list of official depositories for Oklahoma County or the State of Oklahoma and has equity capital equal to no less than twenty five million dollars (\$25,000,000.00).

No new deposit of public funds shall be made except in an approved and qualified public depository headquartered and authorized to do business in the State of Oklahoma and with a branch or office located within Oklahoma County, Oklahoma.

Funds may be invested in certificates of deposit (CDs) and savings accounts in institutions which have been approved by the City Council as depository banking institutions; which meet competitive bidding requirements discussed in this policy and which meet the following requirements:

- 1 sufficient collateral to equal the amount of 110 percent of the CD principal shall be pledged prior to the deposit of the funds and maintained for the terms of the CD, in accordance with this policy;
- 2 collateral agreements must be approved prior to deposit of the funds as provided for in the "Security for Local Public Deposits Act".

Any broker/dealer or institution which desires to become an approved broker/dealer for investment transactions shall notify the Finance Director, who shall notify the Investment Committee. The Investment Committee shall review materials submitted by such dealer or institution and make a recommendation to the City Council as to whether the dealer or institution should be placed on a list of approved broker/dealer institutions. By resolution of the Council, an approved listing of broker/dealers may be established for the purchase and sale of investment securities, and such resolution may rescind all prior resolutions approving broker/dealers or supplement an existing list of approved broker/dealers. A new list of approved broker/dealers will be established as needed and at least every five years.

The broker/dealers approved by the City Council shall be registered to do business within the state, and the list of approved broker/dealers may include a combination of primary, regional, and local dealers that qualify under the Securities and Exchange Commission Rule 15C3-1.

A current audited financial statement shall be on file for each approved broker/dealer from which the City obtains investment services.

VIII. Authorized and Suitable Investments

Investments of the City's operating funds shall be limited to such investments and securities as are authorized by the Constitution and the laws of the State of Oklahoma for the investment of public funds.

This Policy is more restrictive than state statutes. The investments authorized by the approval of this policy shall be:

- 1 direct obligations of the United States Government, its agencies or instrumentalities to the payment of which the full faith and credit of the Government of the United States is pledged;
- 2 fully collateralized certificates of deposit and other evidences of deposits at FDIC insured financial institutions located within Oklahoma County, Oklahoma, when secured by appropriate collateral as provided in the Security for Local Public Deposits Act;
- 3 repurchase agreements that have underlying collateral of direct obligations of the United States Government, its agencies or instrumentalities;
- 4 money market funds regulated by the Securities and Exchange Commission and which invest in direct obligations of the United States Government, its agencies or instrumentalities to the payment of which the full faith and credit of the Government of the United States is pledged; and

- 5 City direct debt obligations for which an ad valorem tax may be levied or bonds issued by a public trust of which the City is a beneficiary and judgments rendered against the City by a court of record, provided such are prudent investments.

Repurchase agreements will only be entered into upon the execution of an approved master repurchase agreement between the City and appropriate financial institutions. Such master repurchase agreements will provide, among other things, for the delivery of securities to either the City or an approved third party safekeeping organization. The securities will be limited to those types approved for the investment of City funds. Market value of the securities will equal to at least 102% of the amount of the repurchase agreement at the time of execution of the agreement. The City Treasurer may require a higher margin ratio, depending on the amount of time until the completion of the repurchase transaction or the nature of the securities involved. Substitution of securities during the term of repurchase agreements may be allowed from time to time, if each substitution meets the requirements of the statutory law and this policy.

Money market mutual funds shall only be selected as an investment option upon a favorable recommendation by the Investment Committee. Prior to the recommendation of a money market mutual fund as an investment option, a thorough investigation of the fund by the Investment Committee will be required. The Investment Committee must evaluate various factors, including but not limited to: the fund's prospectus and statements of additional information to determine the integrity and experience of the investment company offering the fund; sale fees and operation of expenses; fundamental portfolio policies composition and objectives; investment income calculations and how income is distributed to participants; how gains and losses are treated; evaluation of how securities are safeguarded; frequency of security pricing and auditing; limitations as to size and frequency of purchasing and selling; schedule for receiving statements; composition of the portfolio for the fund; and compliance and registration pursuant to the Investment Company Act of 1940 and Rule 2a-7 under the Investment Company Act. Even if a money market mutual fund is favorably recommended by the Investment Committee, the City Treasurer shall not be required to make the investment.

The three following types of investments are not authorized under the terms of this policy:

1. reverse repurchase agreement;
2. derivative instruments which are created from, whose value depends on or is derived from the value of one or more underlying assets or indexes of asset values and/or has no call options prior to the City's desired maturity or is a variable rate instrument;
3. callable agency securities.

IX. Collateralization

The City Treasurer is authorized by statute to make certain investments when those investments are collateralized, as evidenced by pledge of joint custody. In all cases of collateralization, the collateral shall be held by a third party custodian with whom the City has a current custodial agreement or be held in the name of both parties by the Federal Reserve Bank servicing Oklahoma or the Federal Home Loan Bank of Topeka. The custodian shall issue a custody receipt to the Finance Director identifying the security and stating that it is pledged to the City.

The amount of collateral to be pledged for the security of the City's deposits and securities shall be consistent with the provisions of the "Security for Local Public Deposits Act" and additional standards established by the Finance Director for the purpose of securing public funds and deposits of the City.

Collateralization shall be required as follows:

		<u>Level</u>
1	surplus cash in demand deposit account	110%
2	certificates of deposits	110%
3	repurchase agreements	102%

Acceptable instruments for collateralization of surplus cash, certificates of deposits and repurchase agreements are listed below. This listing is more restrictive than the state statute. In cases in which instruments may be authorized by state statute but not by the list below, this list shall prevail.

Acceptable collateral of surplus cash in demand deposit accounts and certificates of deposit:

- (a) direct obligations of the United States Government, its agencies or instrumentalities to the payment of which the full faith and credit of the Government of the United States is pledged, or obligations to the payment of which the full faith and credit of this state is pledged;
- (b) letters of credit issued by a federal home loan bank.

Acceptable collateral for repurchase agreements:

- (a) United States Treasury Bills, Notes, Bonds or Treasury Certificates;
- (b) Federal Home Loan Bank obligations.

The Finance Director shall verify as appropriate and, at least quarterly, that the market value of collateral pledged is sufficient to cover the securities and any additional deposits at an institution. The Finance Director shall have discretion to refuse any instrument as appropriate collateral, notwithstanding the tenets of this Policy.

Acceptable collateral will be subject to a recognized and readily available market pricing.

X. Safekeeping and Custody

All investment securities purchased (except for judgments and certificates of deposit), including collateral for repurchase agreements, shall be held in safekeeping at a designated third party custodian. The institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP and any other pertinent information. In addition, the safekeeping institutions shall send a statement on at least a quarterly basis listing all securities held in each safekeeping account with market values that shall be verified. Third party custodians shall not release collateral without written authority from the Finance Director.

XI. Delivery vs. Payment (DVP)

Written delivery instructions shall be provided to broker/dealers. All security transactions shall be accomplished on a delivery versus payment (DVP) basis. Securities being purchased shall be delivered to the City's designated safekeeping agent, in the name of City, before payment is released. The Finance Director will provide written notification to the safekeeping agent of the expected delivery of securities with all specific information. The safekeeping agent will then forward an original written confirmation of the security by an acceptable means of delivery.

XII. Maturities and Diversification

To the extent practicable, the City Treasurer shall attempt to match investments with anticipated cash flows. The City Treasurer shall consider whether investments should be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity period, a single issuer or an individual class of investments. Unless matched to a specific projected cash flow, investments shall not be made in securities maturing more than two (2) years from the date of purchase.

The City Treasurer shall, to the extent practicable, avoid investment transactions which result in greater than 15% of the City's total investable assets being held in a single depository institution, provided that the percentage may be increased to 30% for a depository institution with equity capital equal to at least fifty million dollars (\$50,000,000.00), and provided further that the percentage may be increased to 50% for a depository institution with equity capital equal to at least five hundred million dollars (\$500,000,000.00). For purposes of this paragraph, the City's total investable assets shall include the average daily balance in the City's operating accounts.

Certificates of deposit shall not be purchased with maturities greater than 18 months from the date of purchase. Money market funds shall not be purchased if at the time of the City's first investment in a fund, the weighted average maturity of the fund's underlying investments exceeds 91 days. Except in cases of specifically matched cash flows, for debt service payments, payroll, to comply with yield

restrictions and arbitrage rebate provisions of the Internal Revenue Code and United States Treasury regulations, or other cash flow considerations as determined by the Finance Director, the portfolio will be structured within the following guidelines:

Maturity Limitations by
Percentage of Total Invested Principal

	Maximum %	Minimum %
0 - 1 Year	100%	10%
1 -3 Years	50%	0%

Investment Type Limitations
Percentage of Total Invested Principal

	Maximum %	Minimum %
Repurchase agreements	25.0%	0%
Treasury securities	100.0%	0%
Certificates of deposit	100.0%	0%
Money market funds	100.0%	0%
Judgments	50.0%	0%

The Finance Director may accept collateralization of the City’s surplus cash, certificates of deposit and repurchase agreements using longer-dated securities provided such maturity dates do not exceed ten (10) years.

XIII. Investment Policy Committee

The City Council shall originate an investment policy committee composed of the Finance Director, City Treasurer and three (3) City Council designees. The investment committee shall meet when necessary to review and make recommendations with respect to the requests of institutions to become approved as depository institutions or broker/dealers, or as required by the City Manager or City Council.

XIV. Investment Procedures

The Finance Director may develop and maintain detailed operational procedures for the investing functions of the City as described within this Policy.

XV. Record Keeping and Reporting

The City Treasurer shall submit to the City Council a monthly report showing the cash investment positions of the City by fund.

XVI. Competitive Selection of Investment Instruments

Before investments of surplus funds are placed, a competitive telephone or email "bid" process (consisting of quoted interest or yield rates, dollar prices, or discount

rates) shall be conducted. Certificates of deposit will be bid among City Council approved depository banking institutions. The City Treasurer will attempt to secure bids from at least three institutions. Bidders are required to bid a firm price or yield, which will remain effective for a reasonable period of time. Typically, awards will be made to the bidder offering the highest effective yield consistent with this Policy; however, transaction costs, diversification requirements, extraordinary events and other factors may be considered by the City Treasurer when awarding investments.

XVII. General Obligation Bond Fund Proceeds

General obligation bond fund proceeds shall be invested pursuant to applicable laws, relevant bond indenture requirements and relevant tenets of this policy. Proceeds from tax-exempt general obligation bonds shall be invested, recorded and reported in the manner set forth by the U.S. Treasury and Internal Revenue Service to preserve the tax-exempt status of the bonds. The Finance Director shall maintain systems to ensure that these requirements are met.

XVIII. Advance Refunding Escrows

Advance refunding general obligation bond proceeds shall be competitively bid to create a refunding escrow account that will produce savings and is structured efficiently to meet the debt service requirements of the refunded issue or issues. The proceeds will be invested pursuant to applicable laws, relevant bond indenture requirements and relevant tenets of this policy. The Finance Director or designee shall perform administrative oversight of the designated financial advisor or escrow agent as to the structure and yield of the escrow arrangement and to insure that the tax-exempt status of the bond issue is preserved.

To ensure compliance with the Internal Revenue Service regulations, the escrow securities shall be purchased at fair market value and all fees paid to any parties associated with the investment of the escrow securities disclosed to the City. The market value and any "mark-up" of the securities purchased by the City shall be disclosed by the investment broker selling the securities and approved by the City. All fees, securities prices and any "mark-ups" shall be disclosed in the investment agreements and approved by the City Council.

XIX. Certification

A copy of this policy shall be provided upon request to the senior management of any financial institution approved to transact business with the City to ensure familiarity with the policies of the City. The certifications required by Title 62 of the Oklahoma Statutes and the rules of the Office of State Treasurer must be signed and executed by a senior member of the financial institution before any business is conducted.

XX. Investment Policy Adoption and Amendment

This policy may be adopted or amended only by resolution of the City Council.

EXHIBIT A

Nichols Hills, Oklahoma

LIST OF APPROVED DEPOSITORY INSTITUTIONS*Approved by the City Council on March 10, 2015 by means of Resolution No. 1219.*

1. BancFirst
2. Midfirst Bank
3. Bank of Oklahoma, NA
4. First Fidelity Bank, NA
5. Kirkpatrick Bank
6. NBC Oklahoma, a/k/a NBC Bank
7. Quail Creek Bank, N.A.
8. First National Bank of Oklahoma

RESOLUTION

(No. 1219)

A RESOLUTION AMENDING THE LIST OF APPROVED DEPOSITORY INSTITUTIONS FOR CITY INVESTMENTS.

WHEREAS, the Council has adopted an Investment Policy pursuant to Section 348.3 of Title 62 of the Oklahoma Statutes, which authorizes the adoption of a written investment policy to govern investments by the City Treasurer, which Investment Policy was most recently amended on May 13, 2014;

WHEREAS, the Investment Policy provides for establishment by the City Council of a list of approved depository institutions for the City's investment transactions;

WHEREAS, in a special meeting of the Investment Policy Committee (the "Committee") held pursuant to the Oklahoma Open Meeting Act on February 24, 2015, the Committee recommended that First National Bank of Oklahoma be added to the City's list of approved depository institutions pursuant to the City's Investment Policy;

WHEREAS, the Council desires to adopt the aforementioned recommendations of the Committee.

NOW, THEREFORE, BE IT RESOLVED that the amended list of approved depository institutions attached hereto as Exhibit A, inclusive of First National Bank of Oklahoma is hereby adopted as the City's list of approved depository institutions pursuant to the City's Investment Policy.

ADOPTED by the Council and SIGNED by the Mayor of the City of Nichols Hills, Oklahoma, this 10th day of March, 2015.

Scott J. Clements
Mayor

(SEAL)
ATTEST

Kristi Hort
City Clerk



Approved as to form:

Dr. Michael Williams
City Attorney



***Banking
Services
Proposal***

March 23, 2016

Agreements

- **Tri-Party Agreement**
- **Treasury Services Master Agreement**
- **Funds Transfer Agreement (FTA)**

Agreements

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

TRI-PARTY PUBLIC DEPOSIT PLEDGE AND CUSTODY AGREEMENT

THIS PLEDGE AND CUSTODY AGREEMENT (the "Agreement") is made and entered into by and between City of Nichols Hills a Public Entity under 62 O.S. §§ 517.1 et seq. (hereinafter "Depositor"); BOKF, NA a financial institution authorized by law to do a banking business in the State of Oklahoma (hereinafter referred to as "Bank"); and FHLBank Topeka a financial institution approved to act as a safekeeping bank (hereinafter referred to as "Custodian") as of this 19 day of February, 2016.

WHEREAS, Depositor is an Oklahoma public entity and, as such, is required or entitled to obtain a pledge of assets to secure the uninsured portion of its deposit under the Collateral for Local Public Funds Act, 62 O.S. §§ 517.1 et seq.; and

WHEREAS, the Bank has been designated as a depository for certain funds of the Depositor;

WHEREAS, Custodian has been designated by the State Treasurer as an approved safekeeping or custodial bank pursuant to 62 O.S. § 517.4;

WHEREAS, the Bank has agreed to secure the uninsured funds of the Depositor so deposited with it by conveying to Depositor a security interest in eligible securities owned by the Bank, or by providing collateral instruments, as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5; and

WHEREAS, Depositor and Bank wish to appoint Custodian as agent for Depositor to hold in custody on behalf of Depositor certain securities (the "collateral securities") pledged by Bank to Depositor pursuant to this Agreement in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Depositor and Bank hereby appoint Custodian, and Custodian hereby accepts such appointment, to act on behalf of Depositor as custodian of the collateral securities in which Depositor has a perfected security interest, described in this Agreement. Custodian further agrees to hold such collateral securities under joint safekeeping receipts and apply the same, or any substitutions therefor or additions thereto, for the purpose set forth in this Agreement, upon the terms and conditions hereinafter contained.

2. For the purpose of securing the uninsured funds deposited by the Depositor with

the Bank, the Bank hereby agrees to assign, transfer, pledge and convey to the Depositor as security for the funds a perfected security interest in eligible securities owned by the Bank, and/or provide collateral instruments as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5. Depositor's time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral pursuant to this Agreement. If the Bank provides collateral securities, said securities' value shall at all times be equal to, or greater than, _____ percent (110 %) [must be at least 100%] of the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC-insured limit (the "Maintenance Percentage"). The market value of any security held as Collateral will be provided to the Depositor monthly [monthly or quarterly at a minimum] by BCKF, NA [fill in either Bank or Custodian]. The market value must be obtained from a securities pricing service, a primary dealer in securities, or a publication recognized as a reliable source of securities valuations. The market values shall be provided in a report to the Depositor at no charge. The report must include the market value and description of each security pledged as of the last business day of the period which shall not be less than quarterly. If the Bank provides collateral instruments instead of securities, the amount of the instruments shall at all times be equal to, or greater than the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC-insured limit. If the Bank provides a combination of collateral securities and collateral instruments, the securities' value and the amount of the instruments shall at all times be equal to, or greater than the Maintenance Percentage.

3. To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Bank shall place the required collateral securities in a restricted account with the custodian, as required by 62 O.S. § 517.4(B). Bank agrees to take all actions reasonably necessary to perfect the pledge and confirm same to Depositor.

4. (a) This Agreement shall further serve as a power of attorney, authorizing the Depositor to transfer or liquidate the pledged securities in the event of a default, financial failure or insolvency of the Bank, as required by 62 O.S. § 517.4(B). In the event of a default, failure or insolvency of the Bank, the Depositor shall be deemed to have vested full title to all securities pledged under this Agreement, and shall send a written demand to Custodian notifying Custodian of the nature of the Bank's default. After receipt from Depositor of a written demand, Custodian shall immediately deliver to Depositor the collateral securities held hereunder, or such portion thereof as may be demanded, for the purpose of protecting Depositor against loss by reason of the default of Bank; and Custodian shall immediately disregard any further notice or instruction by or on behalf of Bank. Such demand shall state the dollar amount of the collected balance of Depositor's accounts with Bank as of the date of the demand and any costs or expenses for which Depositor is entitled to reimbursement, and the request that Custodian deliver to Depositor, for sale by Depositor, securities with a market value equal to or greater than such reported balance and costs and expenses. The Depositor is empowered to take possession of and transfer and or sell any and all securities, as permitted or required by 62 O.S. § 517.6. This power is in addition to other remedies which the Depositor may have under this Agreement and without prejudice to

its rights to maintain any suit in any court for redress of injuries sustained by the Depositor under this Agreement.

4. (b) If and when a receiver or conservator is appointed for Custodian under federal and/or state banking or similar law, or there is commenced by or against Custodian any liquidation or dissolution proceeding, Custodian shall as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor upon receipt of written demand by Depositor. If the collateral securities are delivered to Bank, Bank shall hold the collateral securities in trust as trustee on behalf of Depositor and Bank shall, as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor.

5. If Depositor accepts collateral instruments, the Bank shall complete and deliver a Pledge Form with the original collateral instrument or approved certificate, attached. The instrument or certificate must identify the company or agency issuing the collateral instrument, and the coverage amount. The Bank must also see to it that the agency or company forward a copy of notification of coverage or insured limit to the Depositor. The instrument must permit the Depositor to make a claim directly on the agency or company in the event of a default, financial failure or insolvency of the Bank. Custodian need not take custody of collateral instruments.

6. If at any time the ratio of the market value of the collateral securities plus the amount of collateral instruments, if any, to the amount of uninsured funds on deposit plus interest due at maturity is less than the Maintenance Percentage, then the Bank shall assign, pledge and convey a security interest and transfer to Custodian, additional eligible securities, or provide additional collateral instruments to the Depositor, in such amounts so that the Maintenance Percentage is maintained. If the Bank provides only collateral instruments, and the full amount of the collateral instruments is less than the amount of uninsured funds on deposit plus interest due at maturity, then the Bank must increase the amount of collateral instruments sufficiently to cover the amount of uninsured funds on deposit plus interest due at maturity. If Bank fails to maintain adequate Collateral as required by this Agreement, and such failure is not cured within five (5) business days of notice by Depositor to Bank, then Depositor shall have the right to withdraw its collected Public Funds from Bank without payment of any withdrawal penalty, other than penalties the waiver of which is prohibited by law. Any additional pledge of collateral hereunder shall be approved by an officer of the Bank duly authorized by resolutions of the Board of Directors to approve additional pledges of collateral, releases of collateral, and substitutions of collateral under this Agreement ("Duly Authorized Bank Officer").

7. No collateral securities at any time held by Custodian hereunder shall be released without the written approval of Depositor, which approval shall not be unreasonably withheld, by executing a release form. However, unless and until Custodian receives a notice of default from Depositor, as provided herein, Bank may substitute Collateral by providing other eligible securities of like kind and market value as the securities for which they are to be substituted, as permitted in accordance with 62 O.S. §517.5(B) and the rules of the State Treasurer, provided that Bank shall obtain the consent of the Depositor for the substitution.

8. This Pledge Agreement conveys a security interest in any and all securities of the Bank's held by Custodian, which are currently pledged or will be pledged as collateral to the Depositor by the Bank, as well as any interest Bank may have in collateral instruments it provides. Further, this Pledge Agreement conveys a security interest to Depositor in any proceeds or any substituted collateral, or the proceeds of a collateral instrument.

9. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the Bank at the time of the transfer of the collateral to Custodian or after providing collateral instruments to the Depositor hereunder, but also any and all subsequent deposits of funds with the Bank by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by the Bank.

10. The pledge of collateral securities and/or the delivery of collateral instruments by the Bank to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, the insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.

11. It is agreed that when the Bank shall have paid out and accounted for all the funds of the Depositor so deposited with the Bank, then and in that event any and all securities or collateral instruments pledged as collateral under this agreement shall be released from the security interest created hereunder, and the Custodian, Bank and the Depositor shall take whatever actions may be necessary to cause a transfer of such securities to the Bank free and clear of any liens created hereunder or a full and complete release of the collateral instruments.

12. The Bank hereby represents to the Depositor that, (i) it is a national banking association, state chartered banking association, federal savings bank, savings and loan association or credit union duly organized and validly existing under the laws of the United States or the State of Oklahoma, (ii) it has, or will have at the time of delivery of any securities or collateral instruments as collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of the securities or the delivery of collateral instruments as collateral hereunder has been approved by its Board of Directors or its Loan Committee, and (iv) the execution and delivery of this Agreement and the pledge of securities or the delivery of collateral instruments as collateral hereunder will not violate or be in conflict with the Articles of Association or Certificate of Incorporation or By-laws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors.

13. Bank further represents and warrants to Depositor that, (i) except as otherwise permitted under this Agreement, it owns the Collateral free and clear of any liens, claims, restrictions or encumbrances, (ii) it will not sell, mortgage, encumber, or otherwise alienate,

substitute or release any of the collateral securities, except as provided in this Agreement, (iii) it will maintain in its official records evidence of the due authorization of this Agreement and the granting of a continuing security interest in the Collateral, all in compliance with the provisions of 12 USC 1823 (e), and (iv) it will take such steps as may be reasonably necessary for Depositor to meet the standards set by the Government Accounting Standards Boards ("GASB").

14. Custodian shall receive a fee from Bank for its services hereunder as those two parties shall agree from time to time. Custodian under no circumstances shall be held responsible to Depositor or Bank for any loss arising from any cause whatsoever except such as may arise solely from its failure to comply with the terms and conditions in this Custodian Agreement, or from its negligence, or willful misconduct, or that of its officers, employees or duly authorized agents.

15. Until receipt of notice by Depositor under paragraph (7) hereof, Custodian shall send to Bank all income on the securities at any time held hereunder. Further, Custodian shall send to Bank all periodic coupon income on securities and all principal payments and prepayments on mortgage-backed securities at any time held hereunder. After receipt of the notice, under paragraph (7) hereof, Custodian shall hold all such income, periodic coupon income and repayments for the benefit of Depositor.

16. Whenever the written consent of Depositor or Bank is required hereunder, the written consent of any authorized representative or agent of Depositor or of Bank, as specified in writing to Custodian by Depositor and Bank from time to time, shall satisfy such requirements.

17. (a) This Agreement shall terminate when Depositor releases Bank from this Agreement. Notice of termination of the Security Agreement shall be provided to Custodian by Depositor as soon as practicable. Custodian shall not honor any purported notice of termination from Bank.

(b) This Agreement shall terminate upon delivery by Custodian of the Securities to Depositor in the event of a default, pursuant to paragraph (7) hereof;

(c) Further, this Agreement may be terminated 10 days after receipt of written notice from Bank and Depositor to Custodian.

(d) This Agreement may be terminated within 30 days after receipt of written notice from Custodian to Depositor and Bank.

(e) Upon termination, Custodian shall immediately transfer the collateral securities to such other Custodian as is designated by Depositor.

18. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. This Agreement is not assignable or transferrable unless Bank merges with another qualified financial institution, or a transfer occurs pursuant to State or federal regulatory action.

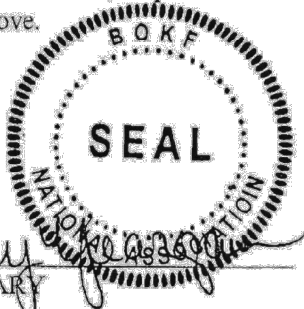
19. This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original and all of which taken together shall constitute one and the same instrument.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof. This Agreement, along with other incorporated documents, shall constitute the entire Agreement between the parties.

21. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first written above.



ATTEST:
[Signature]
SECRETARY

BANK: BOKF, NA
Address for Notices:
PO Box 2300
Tulsa, OK 74192
By: *[Signature]*

ATTEST:

SECRETARY

CUSTODIAN: FHLBank Topeka
Address for Notices:

By: _____
PRESIDENT (Signature)

ATTEST:

DEPOSITOR: City of Nichols Hills
(Name of Local Public Entity)
Address for Notices: _____

By: _____
(Signature)
Title: _____

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Master Agreement for Treasury Services



Welcome to BOKF, NA

Thank you for selecting BOKF, N.A. for your Treasury Management business needs. We are committed to providing our customers a full line of competitive cash management services designed to maximize your company's cash flow while reducing your administrative and internal processing costs. We combine the latest technology with an emphasis on personal service to help deliver customized treasury solutions to our customer. If you have any questions regarding our treasury products and services or information in this Agreement, please contact your Treasury Services Officer.

This Agreement contains the terms and conditions under which we will provide you with the Treasury Services described in this document. The Services will also be subject to the terms of your Account Agreement and any Service Schedule associated with a selected Service. Please read these documents carefully and keep them for your records.

By signing and returning this Authorization Letter, you agree to the provisions in each section that describes the Services we provide to you. You also agree to the provisions, terms and conditions that apply to all Services including the General Provisions section and the Software License Section (if we provide any Software in connection with one or more Services). You may begin using requested Services when we have received and approved all required and properly completed Service Schedules and you have successfully completed any testing or training requirements. This Agreement supersedes other agreements between the parties with regard to the provision of Services described in this Agreement.

Capitalized terms used in this Agreement, not otherwise defined, are defined in the Glossary located in the back of this document. The terms "we", "us" and "our" refer to the BOKF, N.A. and its Affiliates that provide you a particular Service under the terms of this Agreement. The terms "you", "your" and "*Customer*" refer to the organization specified below. The provisions in the Agreement pertaining to the law governing the Agreement shall apply the law of **Select State**. The provisions in the Agreement pertaining to venue shall provide for venue in **Select County** County.

Master Agreement for Treasury Services



AUTHORIZATION LETTER

Cust. Legal Name: _____	TIN: _____
Cust. Legal Name: _____	TIN: _____
Cust. Legal Name: _____	TIN: _____
Cust. Legal Name: _____	TIN: _____
Cust. Legal Name: _____	TIN: _____
Cust. Legal Name: _____	TIN: _____

Please sign and return a copy of this Authorization Letter to your BOKF, NA Treasury Services Officer. We appreciate your business and look forward to servicing your banking needs.

I warrant that the *Customer* has taken all action required to authorize me to execute and deliver on its behalf this Authorization Letter. The *Customer* has received a complete copy of this BOKF, NA Treasury Services Master Agreement (the "Agreement") and agrees to adhere to the Agreement and any Service Schedules associated with the Services *Customer* requests that are covered by this Agreement, which may change from time to time. I am authorized to enter into all transactions contemplated by the provision of Services to the *Customer*. These may include, but are not limited to, giving us instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the *Customer*. The following email address may be used for giving notices in connection with this Agreement except as you or we provide the other different addresses to be used in conjunction with your Accounts or particular Services.

(CUSTOMER'S LEGAL NAME)

[Signature of Authorized Representative]

[Print Name]

[Print Title]

[Email Address]

[Date]

[Signature, if two are required by Customer]

[Print Name]

[Print Title]

[Email Address]

[Date]

* If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Master Agreement for Treasury Services



CORPORATE STATEMENT

As Secretary, Assistant Secretary or Authorized Officer of the company agreeing to the Master Agreement for Treasury Services, I do hereby certify that the person(s), whose Authorized Signatures, appears above, is (are) presently authorized by resolution(s) of the Board of Directors of the company to execute this agreement. We are entitled to rely upon this certification until written notice of its revocation is delivered to us.

CUSTOMER'S LEGAL NAME

Signature of Authorized Representative
[This Certification should not be signed by the individual who signed the Authorization Letter unless the Customer is a "Sole Proprietorship."]

[Print Name]

[Print Title]

[Date]

* If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Master Agreement for Treasury Services



TREASURY SERVICES DELEGATION OF AUTHORITY FORM

You may complete this form if you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization Letter.

By signing this delegation form, you authorize any person holding a specified title/postion or each individual specified by name acting alone, to execute documents pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

A. DELEGATION OF AUTHORITY TO SPECIFIC INDIVIDUALS

NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____
NAME: _____	SERVICE: _____
ENTITY: _____	SIGNATURE: _____

I prefer to "DECLINE" the delegation of authority to specific individuals section of this agreement.

(CUSTOMER'S LEGAL NAME)

[Signature of Authorized Representative]

[Print Name]

[Print Title]

[Date]

** If executing on behalf of an entity that is Customer's managing member, member, manager or general partner, include the name of that entity.*

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Treasury Services Product Selection



This Treasury Services Product Selection Form is part of the Master Treasury Services Agreement (the "Agreement") executed by and between BOKF, NA ("Bank"), and ("Customer"), on the day of , 2016.

This form relates to:

Original Services selected by Customer at time of setup and entry into the Agreement

Additional Services selected by Customer

- Account Reconciliation
- ACH (ACH - 3rd party Agreement may be required)
- ACH Positive Pay
- ACH Blocks & Filters (authorization form required)
- Bill Payment Services
- Business Invoicing
- Cash Processing
- Cash Processing - SafeSource
- Check Imaging
- Commercial Online Banking
- Controlled Disbursement
- Corporate Check Cashing
- Deposit Consolidation
- Domestic Collections
- Domestic Investment Cash Sweep Service (aka Domestic Sweep Interest Checking)
- Fed Funds Purchased or Sold Sweep
- Fed Funds Sweep
- Funds Transfer Services (Additional Funds Transfer Schedule required)
 - Drawdown Transfer Authorization
 - Sweep Wire
 - Scheduled Wire
 - Repetitive Line Wires
- Funds Manager Service
- Image Cash Letter Service
- Loan Sweep Service

Treasury Services Product Selection



- Lockbox Service
- Remote Lockbox Capture (Additional Remote Lockbox Capture Addendum required)
- Mobile Deposit Services
- Money Order Shareholder Processing
- Mutual Funds Sweep Service
- Non-Payable Through Draft Service
- Payable Through Draft Service
- Positive Pay Service (Additional Positive Pay Schedule required)
- Remote Corporate Capture Service (Additional RCC Service Addendum required)
- Repo Sweep Service (Master Repurchase Agreement required)
- Returned Items Service
- Sub Account Service
- Zero Balance Service

Acknowledged and Agreed to on the following date: _____

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)



MASTER AGREEMENT FOR TREASURY SERVICES

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)



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ACCOUNT RECONCILIATION

Account Reconciliation improves the management and audit control of your Accounts by providing you with concise and timely reports on check activity and historical information. We can provide you with the following Account Reconciliation Services, in accordance with the descriptions set out herein.

DEPOSIT RECONCILIATION

Your deposits made from multiple locations will be reconciled, while specialized deposit tickets will provide a unique identifying number for each deposit location, allowing specific location reporting.

FULL RECONCILIATION

You can receive the status of both paid checks and outstanding checks, as well as stops, voids, and cancellations. Full Reconciliation matches and reconciles items paid against the account to your Issue File record. It can also validate stale dated checks and dollar minimums and maximums.

PARTIAL RECONCILIATION

Partial Reconciliation provides a check register of all of your transactions (in electronic and/or paper report formats). Paid check data is provided in a readily usable format.

AUTOMATED CLEARING HOUSE (ACH) SERVICES

When utilizing our Automated Clearing House (ACH) Services, you may initiate credit and debit Entries destined for accounts at financial institutions across the nation. In addition, you may realize cost savings as paperwork (i.e. stop payments, re-issues, reconcilements) resulting from a paper check environment will be reduced significantly. Personnel time presently consumed performing these tasks may be reallocated to more productive activities. Your cash manager will also have greater control of your company's cash position.

ACH Services includes ACH transactions originated via Direct Transmission, Corporate Online Banking ACH Services (including but not limited to Quick Payments, Recurring ACH Payments, ACH Batches and ACH PassThru), as those terms are defined in the ACH Services Schedule.

COMMERCIAL ONLINE BANKING QUICK PAYMENTS SERVICES

The Commercial Online Banking Quick Payments Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH (or via wire, which shall be governed by the Funds Transfer Services portion of this Agreement). Only credit ACH transactions are permissible, and all transactions must be prefunded.

COMMERCIAL ONLINE BANKING BILL PAYMENT SERVICE

The Commercial Online Banking Bill Payment Service allows you to initiate bill payments, transfers, payroll, and tax payments from your Account(s) via ACH. Third party vendors may process transactions under the Bill Payments Service on our behalf. Such third party processors are required to adhere to the Bank's security and privacy procedures.

We have no obligation to monitor payments made through the Bill Payment Service. If any Authorized User pays bills which are not yours from your Account, you assume the entire risk of loss and agree to indemnify and hold harmless the Bank and our directors, officers, employees and agents from all loss, liability, claims, demands, judgments, and expenses (including Legal Expenses) arising out of or in any way connected with such use.

You agree to only use the Bill Payment Service to pay bills, transfers or payroll, and not for any other purpose. Any unauthorized activity or establishing more than 999 payees may result in termination of access to Bill Payment Services. The Bill Payment Service is intended only for use by you. Any attempt to use the Service to process payments for third parties is strictly prohibited and will entitle us to terminate your access to the Service. You may pay anyone in the continental U.S. (including Alaska and Hawaii) using the Service, as well as the U.S. Territories of Guam, Puerto Rico, and the Virgin Islands.

By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. In some instances, we may submit payments to the best known payee address. When necessary, we will change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing. We cannot guarantee your payment(s) will reach their intended recipient.



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

COMPLIANCE WITH RULES AND LAWS

You agree, with respect to all Entries, to comply with: the National Automated Clearing House Association ("NACHA") Rules, as well as those rules of the Federal Reserve which apply or govern the provision of these Services (collectively, the "Rules"). It is understood that our duties, rights and obligations with respect to the provision of the Services hereunder will be subject to and governed by the Rules. You represent and warrant that you are familiar with the Rules and agree to comply with the Rules and such amendments, modifications, and supplements as may from time to time be made thereto. Further, you acknowledge that you are aware that all Entries made under this Agreement are subject to all applicable laws and that you, as Originator, may not originate Entries which violate such laws, including those of the United States. Originator hereby represents and warrants to us, as Originating Depository Financial Institution ("ODFI"), that at no time will you be acting on behalf of, or transmitting funds to or from, any blocked party subject to OFAC-enforced sanctions. It shall further be your responsibility to obtain the applicable information regarding such OFAC enforced sanctions.

SECURITY PROCEDURES

You agree that the origination, initiation or execution of any transfer or transmission by you under this Agreement, including among others the transfer or submission of any Entries or files to us, shall be carried out in accordance with, and subject to, the Security Procedures established by us or our designee and as are in effect from time to time and are being utilized in connection with the method of transmission or transfer selected by you. You acknowledge that you have been advised as to the Security Procedures in effect at the time of execution of this Agreement and you further agree that we (or our designee) shall be entitled to modify or alter such Security Procedures, in whole or in part, at any time and that you will be required to comply with the Security Procedures as modified or altered in order to continue to conduct transactions under this Agreement. You shall be responsible for complying with and maintaining the confidentiality of any such Security Procedures. We may rely upon the accuracy and validity of any instructions provided, or purported to be provided, by you to us, and shall not be liable for any costs or damages incurred by you or any other person in connection with any unauthorized instructions.

The Bank will verify the authenticity of each ACH file received by matching the received file information (Company Name & Dollar Amount of the file) against the transmittal information (which includes the Company Name and the Dollar Amount of the file) supplied by the client. Failure of the Company to provide transmittal notification, to the Bank, will result in Company being bound for any ACH file, received on their behalf, which the Bank receives and processes in good faith.

Commercial Online Banking ACH Module clients are also subject to the Security Procedures as defined in the **Commercial Online Banking** Service Schedule and the **Commercial Online Banking** User Guide.

Clients who send their ACH Files to the Bank through MOVEIT are also subject to the procedures as defined in the BOKF Transmission Services documentation. In addition, you agree to take adequate measures to guard against unauthorized access to your Company and User identification codes and will limit access to those authorized individuals with a need to know. You may establish additional user identification codes within your organization; however, you are fully responsible for any and all actions by such individuals as it relates to the Service and their use thereof. The Bank is hereby authorized to accept as authentic and act upon any message transmitted to and received by the Bank from you, when such message is transmitted to and received by the Bank in accordance with the **MOVEIT** procedures, including passwords and other means of access including both company and user identification codes. If you believe that your passwords or Company/User identifications have been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling a Commercial Client Professional at 800.878.7817 or writing to us at the address listed below under Errors and Questions. Commercial Client Professionals are available Monday through Friday during the hours of 7:30am CT to 5:30pm CT excluding national holidays. Unless otherwise required by law, Company agrees to indemnify and hold Bank harmless from all losses that may arise from unauthorized transactions.

FINANCIAL INFORMATION AND AUDIT

We may from time to time request information from you in order to evaluate a continuation of the ACH Services to be provided by us hereunder and/or adjustment of any limits set by this Agreement and/or the ACH Services Schedule. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the ACH Service and to request reports from credit bureaus and reporting agencies for such purpose or any other legitimate business purpose, including your application for ACH Services and the annual review of all ACH Originators. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement, and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location(s) related to information technology, the ACH



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

Service, and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk of continuing to provide the ACH Service to you is unacceptable, or if you refuse to give us access to your premises, we may terminate the ACH Service according to the provisions hereof.

WARRANTIES

Any time you utilize an ACH Service, you make warranties to us that you have obtained appropriate authorization from each Receiver and that your Entries conform to such authorizations. With respect to IAT, CTX and CCD entries, you have an agreement with the Receiver to be bound by the NACHA Rules in place from time to time. You make the same warranties to us that we are deemed to make under NACHA Rule Sections governing "Warranties and Liabilities of Originating Depository Financial Institutions"; ODFI Warranties on Destroyed Check Entries ("XCK"); ODFI Warranties on Re-presented Check Entries ("RCK"); ODFI Warranties on Accounts Receivable Entries ("ARC"); Internet-Initiated Entries (WEB); ODFI Warranties on Telephone-Initiated Warranties ("TEL") and ODFI warranties with respect to International entities ("IAT"). With respect to Point of Purchase ("POP") Entries, you warrant that the source document provided to you for use in obtaining the Receiver's routing number, account number and check serial number is (1) returned voided to the Receiver after use by you, and (2) has not been provided by the Receiver for use in any prior POP Entry.

INDEMNITY

You agree to indemnify us for any fines or liabilities imposed upon us for a Rules violation caused by your action or inaction or by breach of your warranties set out above.

AUTHORIZED INDIVIDUALS

Before using the ACH Services, you will give us a list, in a form acceptable to us, of the persons authorized by you to perform certain functions with respect to such Services.

OTHER AGREEMENTS

In the event that an Originator uses a Third Party Service Provider (as such terms are defined in the NACHA Rules) to facilitate ACH transfers from, or to the Originator, through us, the Originator and Third Party Service Provider shall have entered into appropriate agreements, subject to review and approval by us in the exercise of our absolute discretion, in which:

- (1) The Third Party Service Provider shall agree:
 - a. to be bound by the NACHA Rules in effect from time to time;
 - b. that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and,
 - c. that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Third Party Service Provider; and,
- (2) The Originator shall agree:
 - a. to assume the responsibilities of an Originator under the NACHA Rules;
 - b. that it shall not facilitate or undertake an ACH transfer that violates the laws of the United States; and,
 - c. that it shall indemnify us against any losses we may suffer as a result of ACH transfers made by the Originator or Third Party Service Provider for its benefit.

In any event, such agreements shall provide that we are a third party beneficiary thereto. After review of such agreements by us, if we believe that such agreements are inadequate to:

- a. Evidence the relationship of the parties;
- b. Provide for the parties' agreement to be bound by the NACHA Rules; or,
- c. Provide for adequate indemnity of us against any losses that arise as a result of ACH transfers initiated by the Originator through the use of a Third Party Service Provider or by the Third Party Service Provider for the benefit of an Originator, we shall require, and the party entering into this relationship with us shall cause, the Originator and the Third Party Service Provider to enter into our form of Third Party Processor Agreement.

PREPARATION AND SUBMISSION OF ENTRIES AND DELIVERY OF INPUT DATA

In order to initiate and settle your transactions on the dates you request, we must receive properly formatted Entry information by the applicable input deadlines as noted in the required ACH Transmittal Form. We may treat Entries transmitted to us after a deadline as if received on the next Business Day. We will have no liability or responsibility for or with respect to any loss, cost, expense or other consequences resulting from late or non-receipt of input from you. If we receive your Entries by the applicable processing deadlines, we will send Entries to the ACH processor for



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

settlement on the Effective Entry Date.

Input data not delivered in accordance with the terms of this Agreement shall not be processed. If we determine that your input is unreadable or cannot be processed, we will notify you of such fact and request a replacement file, and you will indicate when a replacement file will be available. Replacement files must conform to the terms of this Agreement and be provided not less than two (2) Business Days prior to Settlement Date (as defined in the NACHA Rules). In the event a replacement file cannot be provided within two (2) Business Days prior to Settlement Date, we will advise you of available recovery options, if any.

VERIFICATION PROCEDURES

ACH ORIGINATED FILES

The ACH Transmittal (all non-Commercial Online Banking clients) or the Commercial Online Banking ACH Totals will be used to provide the Bank with the date, amount and # of items in your ACH file. This will be compared to all incoming file totals and your CCSR will be notified if there is an issue.

CLIENT RECEIPT OF OUTPUT DATA

Output data is available to clients that have mutually agreed to this service during the Setup Process. Output data is available through Direct FTP Transmission or can be delivered to a client specified Value Added Network (VAN). Output data is available to clients for ACH Returns, Paperless Lockbox (incoming ACH transactions), EDI and RPPS Payment Consolidation.

RECEIVER AUTHORIZATIONS

Before initiating any debit or credit Entry to a Receiver's account, you will obtain in writing, from each Receiver the authorization to originate electronic debit or credit Entries to be posted to the Receiver's account at an RDFI. In addition, you shall:

- a. Retain all authorization forms for not less than two years after your receipt of written termination or written revocation of such authorizations;
- b. Provide notice to each recipient that a preauthorized Entry affecting the Receiver's account has been initiated or that a correcting Entry affecting the Receiver's account has been made; and
- c. Upon request from the RDFI, provide the RDFI with a copy of debit authorizations for Receivers whose accounts are maintained by that RDFI.

PRENOTES

If an Originator chooses to transmit prenotification Entries, it may not initiate live dollar Entries until at least six (6) Business Days following the Settlement Date of the prenotification Entry. At the time of origination, you will provide us with a Prenote specifying the Receiver's name, identification number, account number, RDFI bank transit routing number and zero dollar amounts. Prenotes shall be sent by you to us via data transmission in order to permit the Receiving Bank(s) to verify the accuracy of the data prior to posting of actual transactions. Please note that financial institutions are no longer required to process Prenotes, but may choose to do so. The lack of a response on a pre-notification Entry does not warrant or imply that the entry you sent is valid or accurate and the first live entry could be returned.

RESUBMISSION OF PRENOTES

In the event a Prenote is rejected by an RDFI, and you are so notified, you shall correct or remove the reason for rejection and resubmit another Prenote. You shall not submit any further Entries with respect to the Receiver in question until six (6) Business Days following the Settlement Date of the Prenote resubmission. If this Prenote resubmission procedure is not followed or the resubmitted Prenote is rejected, further Entries concerning the Recipient may not be accepted or processed.

SETTLEMENT OF ACCOUNTS

Provided that you have met all conditions of this Agreement, including the relevant input deadlines on the designated Settlement Date, we will debit the settlement Account for all ACH credit Entries and credit the settlement Account for all ACH debit Entries submitted by you for the offset amount provided on the input media. The settlement Account will also be used for credits and debits incurred in connection with any reversed or rejected electronic Entries. Therefore, you shall maintain a balance in the settlement Account which, in our sole discretion, is sufficient to cover all foreseeable Entries. We will notify you from time to time of the balance which we deem necessary for this purpose.

ACH RISK LIMIT

You will fund your ACH transactions either via Pre-Fund or with an established ACH Risk Limit for your company. These limits, if applicable will be communicated to you during the setup process. The bank reserves the right to amend these amounts from time to time, based on periodic reviews of client activity.



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

PRE-FUND SETTLEMENT

Pre-Fund Settlement is the preferred settlement method for ACH Credit origination and is available to the Company. Prefunding requires that company agrees and accepts the following procedures:

The Company will meet the deadline for receipt by the Bank, of Credit Entries for ANY credit applications (including, but not limited to Payroll, Vendor Payments and Expense Reimbursements) currently established as 8:00 p.m., Central Time, one (1) or more Banking Days prior to the Effective Entry Date of the items in your file. Any change to this deadline will be communicated to the client. Any entries received by us after the applicable deadline may not be processed until the following Banking Day.

PRE-FUND CREDIT ENTRIES:

You must have sufficient available funds in your account(s) to cover the total amount of your Credit Entries, at the time we receive your ACH file. We will debit your Account(s) for the total amount of your Credit Entries on the same day that your file is received. If you do not have sufficient available funds at that time, the Bank will have no obligation to process your Credit ACH file.

PRE-FUND FEES:

A \$50.00 fee will be imposed, if at the time your file is received, you do not have sufficient funds in your Account(s). These fees will be charged to you on your monthly account analysis statement.

Provided that you have met all conditions of this Agreement, including the relevant input deadlines on the designated Settlement Date, we will debit the settlement Account for all ACH credit Entries and credit the settlement Account for all ACH debit Entries submitted by you for the offset amount provided on the input media. The settlement Account will also be used for credits and debits incurred in connection with any reversed or rejected electronic Entries. Therefore, you shall maintain a balance in the settlement Account which, in our sole discretion, is sufficient to cover all foreseeable Entries. We will notify you from time to time of the balance which we deem necessary for this purpose.

PROVISIONAL PAYMENTS

Any credit given to you by us with respect to an ACH debit Entry is provisional until we receive final settlement for such Entry through a Federal Reserve Bank. If we do not receive such final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with such Entry and we may charge your Account for the amount previously credited. The party making payment, or to have made payment, to you via such Entry shall be deemed not to have paid you the amount of such Entry.

ERRONEOUS INPUT

We have no obligation to cancel or amend any Entry after we have received it. If you send us a Reversal/Deletion Request within the time frames set out in the Rules and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedures, we will make a reasonable effort to act on your Reversal/Deletion Request. We will not be liable to you if such Reversal/Deletion Request is not effected. You agree to indemnify us in connection with any such Reversal/Deletion Request as provided in UCC 4A. Your obligations under this provision will survive the termination of any ACH Services.

REJECTION OF ENTRIES AND NOTIFICATION OF CHANGE

We reserve the right to reject any Entry that does not comply with the provisions of this Agreement or the applicable ACH Transmittal Form, including any ACH processing limits, or that we are unable to verify through use of the Security Procedures. We may also reject any Entry that may be returned for any reason under the Rules or if you have breached your payment obligation for any Service we provide to you. Upon notification that an Entry has been rejected by an automated clearing house or a RDFI for any reason, we will notify you as soon as practicable, and the rejected Entries will be returned and credited or debited to your settlement Account. We will send you written confirmation of such action. We assume no other responsibility with respect to such rejected or returned Entries. We are not obligated to pay interest for the period before you receive the notice of rejection. You agree that in the event the RDFI issues a notification of change with respect to, or otherwise returns or rejects, an Entry (or group of Entries), you will make the appropriate changes and we will not be obligated to initiate any Entries with respect to such Recipient until such changes are made.

INCONSISTENT NAMES AND NUMBERS ON ENTRIES

You acknowledge that if any Entries identify a Receiver by both a name and an account number that an RDFI can make payment to a Receiver by account number, even if the name in the Entries differ from the name on the Account. We will send Entries to an RDFI based solely on the bank identifying number you provide, even if you provide us with a different RDFI name.



AUTOMATED CLEARING HOUSE (ACH) SERVICES (CONTINUED)

SUSPENSION OF ACH ORIGATION FILES

We reserve the right to suspend from processing a group of ACH batches initiated by you ("ACH Origination Files") for any of the following reasons:

1. The file is on prefund and you have an insufficient Deposit Account balance to cover the ACH Origination File amount;
2. The ACH Origination Files would cause you to exceed your established ACH debit or ACH credit risk limit; or
3. The ACH Origination Files contain Standard Entry Class Codes that have not been authorized for you.

Upon suspension of ACH Origination Files, we will notify you as soon as practicable, but assume no other responsibility with respect to such suspension. We may approve processing of a suspended ACH Origination File in our sole discretion, but are under no obligation to do so.

ELECTRONIC DATA INTERCHANGE

Electronic Data Interchange ("EDI") produces standardized, machine-readable formats for routine business information, capable of being exchanged between businesses. These formats enable you to communicate with trading partners using an electronic medium, and enables information to be processed by computers without human intervention. If you are the recipient of EDI, you may receive consolidated, easy-to-read statements with complete information about your transactions.

CASH PROCESSING

CENTRALIZED DEPOSIT PROCESSING

Centralized Deposit Processing uses tamper-evident, disposable deposit bags that allow you to make commercial deposits at most banking locations while reducing the time spent on teller verification of deposits. You receive a teller-issued receipt at the time of your deposit and same-day credit for your deposits made prior to branch cutoff times. Such credit is subject to adjustment pending validation. Night depository capabilities are available at many locations. You are solely responsible for proper sealing and deposit of the deposit bags.

CASH VAULT

Our Cash Vault Service provides you with a secure environment which can help reduce your exposure to loss or theft. Our commercial deposit services allows your high yield volume deposits to be verified and quickly converted to collected funds. You receive immediate availability for cash deposits (same day credit for deposits received by us by 3:00 p.m. in your time zone). Our coin and currency replenishment service fills your orders for coin and currency (rolls, straps, or standard bags). You can also place change orders up to seven days in advance, and standing orders so that cash can be replenished on a set schedule.

VAULT NETWORK

Our Vault Network gives you the ability to deposit large amounts of currency in most major cities in the U.S., regardless of whether we have a physical presence there. Adding deposit sites is subject to certain requirements and is at our sole discretion, and we make no guarantee that a particular city can or will be included in, or remain in, the Vault Network.

Our Vault Network gives you the ability to deposit large amounts of coin, currency, and checks in most major cities in the U.S., regardless of whether we have a physical presence there. Our Check Scanning Service allows you to leverage your existing armored courier service to pick up and process checks. If you don't currently have an armored courier service, you will need to contract directly with an armored carrier preapproved by us for this purpose. The armored courier will pick up your checks and take the checks to the courier's premises for scanning. The scanned checks will be provided to us over a secure network and will be deposited into your Account by the second day after being picked up by the armored courier.

You may not submit for deposit third party Checks, remotely created Checks, duplicate Checks, or Checks known to be fraudulent. You may not submit for deposit, without our prior written consent, "substitute checks" as defined by federal law or image replacement documents that purport to be substitute checks that have not been previously endorsed by a bank.

Maintaining vault network sites is subject to certain requirements and is at our sole discretion, and we make no guarantee that a particular city can or will be included in, or remain in, the Vault Network.

SAFESOURCE

Our SafeSource Service allows you to receive provisional credits for amounts of currency you collect during a particular timeframe and prior to our receipt of the physical currency. To utilize this Service, you will contract directly with an armored carrier preapproved by us for the provision of a particular type of safe. You agree that the armored carrier will determine the placement of the safe for the purpose of installation, and will



CASH PROCESSING (CONTINUED)

install the safe at each location where you will utilize a safe. On a daily basis, the safe transmits an electronic file to the armored carrier reporting the purported value of all currency deposited into the bill reader of the safe on that day. The armored carrier will transmit the electronic file to us each day, excluding weekends and bank holidays. Amounts inserted into the safe on weekends and bank holidays shall be transmitted to us on the Business Day following the weekend or bank holiday. The bill reader of the safe reads only Federal Reserve Notes printed by the United States Treasury ("currency"). The armored carrier shall be your agent and not ours, except as otherwise provided herein. The armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to us or our agent.

If provisional credit is requested, we will post to your Account the provisional credit indicated in the electronic file sent to us by the armored carrier. Provisional credit is posted only for the currency inserted into the bill reader and not for, without limitation, coins, checks, coupons, mutilated currency or other items inserted into any compartment of the safe other than the bill reader. You shall handle all items not inserted into the bill reader as a separate deposit. Upon pickup of the currency, the armored carrier will verify the amount of currency deposited into the bill reader, at which point the armored carrier shall be acting as our agent and not yours. If a discrepancy between the amount of the physical currency collected in the bill reader and the provisional credit is discovered, we shall debit/credit your Account accordingly. You must cause the armored carrier to deliver the physical currency for which you received a provisional credit within the applicable timeframe that is dependent on the pickup frequency agreed to between you, the armored carrier, and us, which in no event shall be greater than fifteen calendar days after you receive the provisional credit. Any physical currency not received by us within fifteen calendar days after you receive the provisional credit will be debited from your Account without further notice.

We shall not be responsible for the safe or any aspects of the Service provided by the armored carrier. You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, Legal Expenses arising directly or indirectly from your failure to maintain sufficient funds in your Account to cover any obligations incurred hereunder. You acknowledge and agree that all currency inserted into the bill reader is held in trust solely for the benefit of us, and you have no right, title and interest in the currency inserted into the bill reader. You further acknowledge and agree that the provisions contained herein are enforceable against you regardless of whether you own or lease the safe located at any of your locations.

NOTE:

IN ADDITION TO AND WITHOUT LIMITING ALL OTHER DISCLAIMERS OF WARRANTY IN THIS AGREEMENT, WE DISCLAIM ANY RECOMMENDATIONS WITH RESPECT TO THE SAFE. WE FURTHER DISCLAIM ANY WARRANTIES OF THE SUITABILITY OF THE SAFE, ITS DURABILITY, ITS CONDITION, ITS QUALITY AND/OR ITS RELIABILITY. WE SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY ELECTRONIC TRANSMISSION, HOWEVER ARISING, OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF. NO REPRESENTATION OR WARRANTY MADE BY ANYONE WHO IS NOT A SIGNATORY TO THIS AGREEMENT, AS TO THE SAFE OR ANY OTHER MATTERS, SHALL BE BINDING UPON US OR IMPOSE ANY LIABILITY UPON US NOR SHALL THE BREACH OF SUCH RELIEVE YOU OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO US HEREIN. IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, YOU SHALL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST US. REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIMS WHATSOEVER AGAINST US FOR LOSS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES.

In addition to the other warranties in this Agreement, you represent and warrant that: (a) you will obtain the right from the armored carrier to provide a copy of the agreement between you and the armored carrier to us, (b) you have given all necessary consents and approvals to the armored carrier allowing the armored carrier to provide us with the deposit information from the electronic file; (c) you and/or the armored carrier as your agent shall safeguard the currency until it is physically delivered to us or our agent, and (d) you will immediately notify us, and you will cause the armored carrier to immediately notify us, if there has been any breach of security.

CHECK IMAGING SERVICES

Our Check Imaging Services provide you with Images of paper items, including checks, deposit slips, deposited items (only available through Internet-based access) and credit and debit memorandum posted to specified Accounts. These Images may be made available for access by CD-ROM and/or through an Internet-based product. Our CD-ROM product is a powerful database query program designed to assist in locating and reviewing Account data and Images from a local computer. Our web-based product allows you to view Images of checking Account items via the Internet as quickly as one day after we post them to your Account. The main purpose of these products is to quickly answer questions regarding amounts, deposit dates and other issues related to checks.

Under the CD-ROM access method, you will receive CD-ROMs on a periodic basis (to be mutually agreed upon during the Setup Process).



CHECK IMAGING SERVICES (CONTINUED)

Each CD-ROM will contain Images captured since the creation of the immediately prior CD-ROM. Under the Internet access method, we will provide your System Administrator with the Internet hyperlink and Login Information necessary to perform searches and to set up access for other Authorized Users. The System Administrator will have full authority to act on your behalf and to create, train and maintain Authorized User accounts and to permit or restrict Image access to authorized Accounts.

You agree that logging in using strong security passwords is a commercially reasonable Security Procedure for verifying the source and validity of communications. You agree to take reasonable precautions to safeguard Login Information so that only the System Administrators and/or Authorized Users shall have the ability to access the Services. You further agree that you shall comply with such other Security Procedures as we reasonably require in order to protect our systems and your use thereof. You agree to promptly notify us any breach or other issues regarding Security Procedures.

While we attempt to make Images of all items processed available to you, circumstances may arise that negatively impact our ability to do so. If an Image of an item is missing or illegible, we will make a reasonable effort to make it available or to provide to you a copy of the item at your request. Your request must identify the missing item with specificity. You may also request a replacement copy of a CD-ROM, which we will provide, if available. We may assess a fee for any copies provided to you. Each Image we capture will be maintained by us for a period of time mutually agreed upon during the Setup Process that will be measured from the date of capture. We shall have no duty to notify you at the time Images are removed from our system.

Each Image we provide will be an accurate representation of the item it purports to represent but we will not verify the information contained in any Image. We expressly disclaim any and all warranties with respect to an Image and the transmission or delivery thereof. Neither the Internet transmission of an Image nor delivery of the CD-ROM constitutes presentment of the item. We are not responsible for the CD-ROM medium or any associated image or data files after they leave our premises.

You will be granted a non-exclusive, non-transferable license to use Viewer Software capable of searching for and viewing Images, subject to the Software License Section of this Agreement. Upon termination of this Agreement, you shall have a non-exclusive right, for a period of seven years, to use the CD-ROM Viewer Software for the limited purpose of accessing Images and associated data files previously delivered pursuant to this Agreement. Internet access to Images after termination shall be granted at our sole discretion and you will be required to pay for associated Services at our then current rates.

Notwithstanding any provision in the Limitation of Liabilities section of this Agreement, we will not be liable for damages arising under the Check Imaging Service in excess of the amount of the item giving rise to your damage claim, reduced by any amount which could have been avoided through your use of ordinary care.

FRAUD LOSS PREVENTION SERVICES

In order to reduce the risk of loss in your Accounts from fraud, we endeavor to protect your online experience by requiring the use of Trusteer's Rapport product and by offering the Positive Pay Service and features that enhance security when using the ACH Service, as described below. Trusteer helps to protect against the threat financial malware poses to online system and, as specified in the "Special Security Requirements" section, is required for any users accessing the Commercial Online Banking system. Positive Pay, allows you to protect your paper checks from fraudulent activity. Various ACH options let you specify the level of protection you want from unauthorized ACH Entries.

POSITIVE PAY

Positive Pay is a process through which we work together to detect check fraud by identifying items presented for payment which you did not issue. Additional features of Positive Pay include:

- **Return All or Pay All** default options
- **Stale Date Limit.** Identifies Customer-defined, stale dated checks for exception processing.
- **Dollar Amount Limit.** Pulls checks as exceptions which are outside a Customer-defined dollar range.
- **Cashed Checks Protection.** Checks presented to our tellers for cash are verified against the check Issue File.

HOW POSITIVE PAY WORKS

Each Business Day you provide us with an Issue File containing a list of checks which you indicate will be issued on the Account by you as more fully described in the Positive Pay Service Schedule. On each Business Day, you agree to use Commercial Online Banking to view an Exception Report containing all checks presented to us for payment on the prior Business Day and which we have identified as Exception Items based on the information you have provided to us. Images of your Exception Items will be available through this Exception



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

Report. Exception Items are determined by comparing checks (as encoded) presented to us by other depository institutions for payment with lists of checks issued or canceled by you which you transmit electronically to us each Business Day in the Issue File in the time and manner specified in the applicable Service Schedule.

On the same day we report Exception Items to you, you must notify us in a Response Report, by the deadline specified in the applicable Service Schedule, which checks you would like us to pay or which to dishonor and return as having been deemed by you to be fraudulent or stale dated. If you fail to notify us by the deadline specified in the Positive Pay Service Schedule or during the Setup Process, we will handle the Exception Items in accordance with the prescribed default procedure (in the Service Schedule you will make an election for a default procedure in which we will either 'Pay All' or 'Return All' Exception Items in the event that there are no instructions from you to the contrary). Our deadlines, format, default procedures and procedures for acknowledging pay and return requests are described in the Positive Pay Service Schedule, which you agree to be bound by.

Any check presented to a teller for cash or immediate credit that is among those checks set forth in your Issue Files received by us through the previous Business Day and that has not been previously paid, will be paid or credited.

With respect to each check presented to a teller for cash or immediate credit which is not listed on your Issue Files submitted to us through the previous Business Day, or is on such Issue Files but has been previously paid, we shall be entitled to refuse to cash such checks or give immediate credit therefore, return the checks to the presenting party and refer the presenting party to maker (unless you have selected Reverse Positive Pay/Check Return, which Service shall be governed by the terms relating to Reverse Positive Pay/Check Return set out below).

AUTHORIZED REPRESENTATIVES

During the Setup Process for the Positive Pay Service, we will mutually agree to a list of the persons authorized by you to perform certain functions in connection with the Positive Pay Service. We may rely on any communication received from a person purporting to be an Authorized Representative.

TRANSFORMIT

TransformIt is a file re-formatting application we can use on your behalf to properly format the issued check data from your accounting system.

SELF AUTHENTICATING CHECK OPTION (SAFECHK)

The use of Self Authenticating Checks eliminates the need to produce and transmit the Issue File to us. Exception Reports and Response Reports are still used with this Service.

ACKNOWLEDGEMENTS

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the Service Schedule and you agree that the transmission means and verification method we use are commercially reasonable and that we exercise ordinary care whenever we rightfully pay or return an Exception Check consistent with the provisions of this Agreement.

You acknowledge that a Check Issue File, or in the case of Self-Authenticating Checks the Check itself, and any Response Report received by us that purports to have been transmitted or authorized by you will be deemed effective, as long as we comply with the agreed upon Security Procedure whether or not the transmission was fraudulent or erroneous in any respect. A Check Issue File, or in the case of Self Authenticating Checks the Check itself, and any Response Report that is transmitted to us constitutes your signature for purposes of determining whether a check is properly payable. By transmitting the Issue File or printing a Self-Authenticating Check you expressly warrant that all checks that match the information in the Issue File are properly payable.

In addition, we will have no liability for payment of a check which is unauthorized, altered or fraudulent in any respect if:

- a. The check is included in an Exception Report;
- b. You have not selected a Return All default for Exception Items and either;
 1. You do not give us timely instructions in a Response Report to return the check; or,
 2. You instruct us in a Response Report to pay the check.

In the event of payment of an Exception Check in these circumstances you waive any right you may have to assert that the Exception Check was not properly payable under UCC section 4-401.



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

If we dishonor an Exception Check in accordance with your election of a Return All default option or in response to your Response Report, the dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under UCC section 4-402.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

NOTE:

IF YOU DECLINE TO MAKE USE OF OUR POSITIVE PAY SERVICE OR FAIL TO MEET YOUR APPLICABLE ISSUE FILE OR RESPONSE REPORT DEADLINES IN THE SERVICE SCHEDULE, YOU ALSO ACKNOWLEDGE THAT, AS BETWEEN YOU AND US, YOU WILL BEAR THE FULL LOSS ON CHECKS WHICH ARE DRAWN ON YOUR ACCOUNTS WITH US AND PAID BY US IN GOOD FAITH IF THE CHECKS ARE COUNTERFEITS OR BEAR ANY UNAUTHORIZED ALTERATIONS, EVEN IF SUCH CHECKS WOULD OTHERWISE BE EXCEPTION ITEMS.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent or stale dated. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or deem, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent. In addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of Exception Items if Image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions in a Response Report.

REVERSE POSITIVE PAY/CHECK RETURN SERVICE

With this Service, we will provide you with check Images and a list of checks presented for payment and paid on your Account on the previous Business Day. Your Authorized Representative(s), as indicated on the applicable Service Schedule, will have the opportunity to notify us of any item(s) you want to return. Such notification of returns will be limited by the times and conditions set forth in the applicable Service Schedule and will be governed by the Commercial Online Banking Terms and Conditions.

All checks on the report which you do not notify us to return shall be paid in the normal course of business by us. Your failure to notify us of any returns on a given Business Day shall be deemed an express authorization by you that such check(s) be timely paid and charged to the Account, regardless of whether such check(s), in fact, were properly payable, and such inaction by you shall constitute a waiver and release by you of any and all claims you may then or in the future have that such item(s) were not properly payable.

If you elect this Service, you are authorizing us to pay or deposit for immediate credit, as may be requested by a payee, any check drawn on your Account which is presented to a Bank teller by a payee. You acknowledge and agree that each check presented to one of our tellers for cash or immediate credit which is issued, or allegedly issued, by you on your Account shall be paid by us, and, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, shall be deemed by the parties to be a properly payable item, and you shall not subsequently contest the validity thereof. You agree, except in the event of a lack of good faith by Bank or a failure by Bank to exercise ordinary care, to indemnify and hold the Bank, its directors, officers, agents, and employees harmless for any and all claims, losses, liabilities, damages, or other obligations of whatsoever kind or nature (including Legal Expenses) which directly or indirectly arise out of, or are connected with, Bank's payment or deposit for immediate credit any check drawn on your Account which is presented to a Bank teller by a payee.

AUTOMATED CLEARINGHOUSE (ACH) BLOCKS AND FILTERS

With our ACH Debit Blocks and Filters Services we work together to reduce the risk of fraud in the ACH setting. You can authorize certain transactions while protecting yourself from unauthorized ACH transactions.

ACH Debit Blocks are available on Customer Accounts to avoid unauthorized automatic debits. A debit block completely blocks a corporate Account and does not permit any debits to access the Account. These debits are then automatically returned to the initiator as denied.

For added convenience, ACH Debit Filters are available on Customer Accounts. Debit filters allow only pre-specified and authorized company



FRAUD LOSS PREVENTION SERVICES (CONTINUED)

ID's to ACH debit the Account.

You may select among six options. If you select Full Transaction Block, then all ACH items (both credit and debit) presented against your Account will be returned. With Full Debit Block, all ACH debits presented against your Account will be returned. With Full Credit Block, all ACH credits presented against your Account will be returned. With Partial Debit Block you give us the screening criteria for accepting particular debits. Unauthorized ACH debits will be returned automatically. You can place authorizations on particular companies where all Entries from that company can post. You also have the flexibility to authorize all Entries from a particular company under a specific transaction dollar limit.

ACH POSITIVE PAY

Like traditional Positive Pay, ACH Positive Pay provides you with the tools necessary to proactively prevent "unauthorized" ACH transactions from posting to their accounts. This process involves maintaining a list of "pre-authorized" ACH transactions in which our system can then automatically compare against any transactions attempting to post to your Account. Any "rejects" are submitted to you for your decision.

If you select the ACH Positive Pay option, you identify the screening criteria for us to accept particular debits and these instructions are placed on our system. ACH debits that match your instructions will post to your Account daily. ACH debits that are unauthorized will be presented to you for your review, via the transmission method selected. After reviewing these debits you can instruct us to return them or to have them added to your list of authorized transactions. If your instructions do not reach us within the times specified, these items will automatically be returned. If you select the **PAY ALL** option, then all incoming ACH items are automatically paid. If you select **PAY ALL** rather than a **DEBIT BLOCK** option or **ONLINE POSITIVE PAY** you agree that as between you and us, you will bear the full risk of loss which would have been avoided by use of such a debit block Service.

The Transaction Block Services do not apply to transactions between you and us and we may pay Entries which you have authorized us to make against your Account, such as loan payments, whether or not you have included these in your Transaction Block criteria. If a provisional credit Entry to your Account is revoked before final settlement and final settlement is not received, we may charge your Account for any amount previously credited to your Account. The Originator of the credit Entry is considered not to have paid you. We may also pay any Entries, reversals or adjustments which we are required to accept under the NACHA Rules or applicable law or regulation.

FUNDS SWEEP SERVICES

THE SERVICES IN GENERAL

Our Funds Sweep Services permit you to efficiently use excess balances to invest or pay down loans according to your written policies. In addition, these Services allow you to improve management control of cash flow while reducing your internal paperwork.

You may elect and we will provide certain Sweep Services for making investments which will consist of periodic transfers of funds into or from a Deposit Account specified by you. Specifically, we can provide any of the following Sweep Services for a given Deposit Account:

- a. Investment of your swept funds into and from an Account of any of the available mutual funds provided by us as indicated by you during the Setup Process (or otherwise by written instructions);
- b. Investment of your swept funds into securities pursuant to a Master Repurchase Agreement (the terms of such Agreement control with respect to this sweep option);
- c. Investment of your swept funds into an offshore Account held in your name and serviced by the Bank's Cayman Islands branch. If necessary, your funds can be swept into your BOKF Cayman Island branch Eurodollar Deposit Account daily through an interstate transfer. The BOKF Cayman Island branch Eurodollar Deposit Account is a US Dollar denominated account;
- d. Investment of your swept funds into an account established with the Bank and used for investment of Domestic Investment Cash Sweep;
- e. Investment of your swept funds into an Account established with the Bank and used for the investment of Fed Funds; and
- f. Use of your available funds to pay down your line of credit.

We reserve the right to limit provision of any of the Funds Sweep Services to you. You appoint us as your agent and specifically authorize us to act on your behalf for the purpose of sweeping funds from your Deposit Account into the specified Funds Sweep Service. You authorize us to debit and credit your Deposit Account each Business Day.

You may also choose to use our Loan and Funds Manager Sweep Services to maximize the use of your funds on a daily basis by automatic advance or pay down on your line of credit by the Loan Manager, or by adding the Funds Manager to include your Funds Sweep Service, allowing you to automate the means of managing your daily cash position.



FUNDS SWEEP SERVICES (CONTINUED)

You agree that your Deposit Account will, at all times, maintain a Target Balance which will consist of an amount mutually agreed to by you and us during the Setup Process. We will both review the Target Balance, as necessary, for the purpose of adjustment over time. Your Target Balance shall be sufficient to allow payment of: (i) Deposit Account activity charges; (ii) required minimum balances, including compensation balances; and (iii) such additional balances as you may request. You shall review your Target Balance as necessary for purposes of any adjustments thereto. Subsequent to all postings made to your Deposit Account each Business Day, we will determine (at our sole discretion) how much, if any, funds remain in your Deposit Account after subtracting the Target Balance to arrive at your available funds. To the extent you have any available funds; we will sweep those available funds into the Funds Sweep Service you have selected. We will not sweep funds when the balance of your Deposit Account is less than the designated Target Balance.

NOTE:

YOU ACKNOWLEDGE AND AGREE THAT ONCE YOUR AVAILABLE FUNDS ARE SWEEPED OUT OF YOUR DEPOSIT ACCOUNT, THEY ARE NO LONGER DEPOSITS AND ARE NO LONGER COVERED BY FDIC INSURANCE, AND NEITHER WE NOR OUR PARENT, AFFILIATES OR SUBSIDIARIES ARE LIABLE FOR ANY LOSSES YOU MIGHT INCUR WITH RESPECT TO THOSE FUNDS.

If the daily balance of your Deposit Account measured after postings on any given Business Day falls below your Target Balance, we will effect a redemption in the case of our Mutual Fund Cash Sweep Service or withdrawal in the case of our Repurchase Agreement or Fed Funds option. We will keep account of, as applicable depending upon the Funds Sweep Service you have selected, all investments, deposits, redemptions, withdrawals, accrued interest, accrued dividends, and your daily Target Balances. Interest, as applicable, will accrue daily and for the Mutual Fund Cash Sweep Service be paid as of the last day of the calendar month netted with the applicable service fees and applied to the account no later than the fourth Business Day of the following calendar month. For the Repurchase Agreement, Domestic Investment Cash Sweep, and Eurodollar Deposit Cash Sweep Services, interest will accrue daily and be paid monthly as of the last day of the month with such payment being made to the account of such selected Funds Sweep Service on the last day of the month. For the Fed Funds Purchased Sweep, interest at a rate administered by the Bank in its sole discretion will accrue daily and be paid every Friday, which will include accrued interest to that day (Saturday through Friday). If the Friday is a recognized bank holiday, interest will pay on Thursday, including Friday's accrued interest. The interest rate may be subject to change from day to day, and there is no specific interest rate or minimum return rate guaranteed. We will render to you a statement of account which reflects the foregoing activities, as applicable and relevant to your selected Funds Sweep Services.

We are not responsible for the payment of any taxes on your income which might arise from our provision to you of Funds Sweep Services under the Agreement. Upon termination of our Funds Sweep Services to you, we will liquidate your investments or deposits, as the case may be, and credit your Deposit Account accordingly.

MUTUAL FUND INVESTMENT SERVICES

If you choose a Mutual Fund Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

Your investment election during the Setup Process (or otherwise by written instruction) will be exclusively with one of the indicated mutual funds. You may change investment instructions by giving us written notice. Written notice must be received by us no later than two (2) Business Days prior to calendar month end for such change to be effective no later than the first Business Day of the following calendar month. You will have no direct access to your selected mutual fund but will have indirect access only through the Service provided to you under the Agreement.

Upon your direction, we will effect distributions of some or all of your investments by liquidating the underlying non-cash assets into cash and crediting your Deposit Account accordingly.

Please note that our service fees for Mutual Fund Cash Sweep Services are in addition to any fees and/or expenses levied by the mutual fund(s) as indicated on such mutual fund's prospectus.

We are under no obligation to review the underlying assets of your investments or to make recommendations to you as to their retention, purchase, sale or exchange. We are not responsible or liable for fluctuations in the yield of your investments. You understand that yields of the mutual funds will fluctuate, and there can be no assurance that any mutual fund will be able to maintain a particular stable net asset value per share.

We will not deliver to you any communications, information, plans for reorganization, election forms, proxies or similar materials which we may receive with respect to any investments unless a written request to forward a specific item is received by us from you. We will take action on matters only at your specific and reasonable direction. You acknowledge that you may have certain rights under Rule 14b-1(c) of the Securities



FUNDS SWEEP SERVICES (CONTINUED)

and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990. With regard to those regulations, you may request us **not** to release your name, address, or share position to companies that might request such information.

You have requested, acknowledged receipt of, and have been given the opportunity to carefully review, a prospectus for the mutual fund in which you are investing, and you are relying exclusively on the representations made in the prospectus in connection with your decision to make investments in such mutual fund. You may obtain a prospectus by calling 1-800-762-7085. You acknowledge that we and our Affiliates provide services to the mutual funds. The prospectus describes such services and contains expense and other information on each mutual fund, including administrative and investment advisory fees paid to the investment management company, an SEC-registered investment adviser which is one of our Affiliates, as investment advisor and sub-administrator for the mutual funds. Although the funds seek to preserve the value of your investment, investments are subject to risk, including possible loss of principal invested, and it is possible to lose money by investing in the funds.

NOTE:

INVESTMENTS ARE SUBJECT TO RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTED. INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY US, OUR PARENT OR ANY OF OUR AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR DEPOSIT ACCOUNT BY THE MUTUAL FUND CASH SWEEP SERVICE WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

REPURCHASE AGREEMENT CASH SWEEP SERVICES

If you choose the Repurchase Agreement Cash Sweep Services (Repos), then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above. The provisions of the SIFMA (Securities Industry and Financial Association) Master Repurchase Agreement executed by you also apply, as Repos are a sale of marketable securities from us to you wherein we agree to buy back the securities the next day at the same price plus interest. Interest shall accrue and pay monthly to the Account. By selecting the Repurchase Agreement Cash Sweep Services, you acknowledge receipt of the Master Repurchase Agreement and agree to its terms. We collateralize Sweep Repo balances up to \$100 Million per account. Swept balances equal to or over \$100 Million will not be collateralized. Repos are collateralized at 102%.

INVESTMENT OF FUNDS INTO REPURCHASE AGREEMENT

You direct and authorize us as your agent, on your behalf, to invest funds on a daily basis pursuant to the Repurchase Agreement in an amount equal to the available funds. The available funds are the funds in excess of your Target Balance. Until reaching the Target Balance in the Account, no investment of funds shall be made. Each investment shall be evidenced by a daily confirmation sent to you listing the securities purchased, and you shall be the owner of such securities until the maturity date listed on the confirmation. The yield for investments made pursuant to the Repurchase Agreement shall be that yield in effect for the Repurchase Agreement on the day of the investment by us. We shall not have any responsibility for fluctuations in the yield of the Repurchase Agreement investments.

Should the daily balance of funds in the Account at any time fall below the Target Balance, we will withdraw funds from your Repurchase Agreement investments in sufficient amount to maintain the Target Balance. For that purpose, you hereby authorize and direct us as your agent to withdraw the funds from your Repurchase Agreement for the purpose of maintenance of the Target Balance. We shall also withdraw funds from your Repurchase Agreement upon your request.

NOTE:

INVESTMENTS ARE SUBJECT TO RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTED. INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY US, OUR PARENT OR ANY OF OUR AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR ACCOUNT PURSUANT TO THE MASTER REPURCHASE AGREEMENT WILL BE TREATED AS SECURED CLAIMS.

DOMESTIC INVESTMENT CASH SWEEP SERVICE

If you choose the Domestic Investment Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us, as your agent, on your behalf, to invest funds available in your Deposit Account above your Target Balance, on a daily basis, into a US dollar interest-bearing account established with the Bank and used for the investment.

You will be charged a monthly fee, which is subject to change periodically. A miscellaneous service charge through account analysis, not as a direct debit to your Account, will be assessed.



FUNDS SWEEP SERVICES (CONTINUED)

EURODOLLAR DEPOSIT CASH SWEEP SERVICE

If you choose the Eurodollar Deposit Cash Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

We will service your Eurodollar Account for the deposit and maintenance of your funds. You must, at all times during the term of the Agreement, maintain a minimum Target Balance of \$100,000 in your Eurodollar Account. We reserve the right to place a hold on the required Target Balance. Upon termination of the Agreement, we will liquidate your Eurodollar Account and credit your Deposit Account accordingly, including the liquidation of your Target Balance.

Deposits with respect to your Eurodollar Account are payable only at our direction through BOKF's Cayman Islands branch. Deposits at BOKF's Cayman Island branch with respect to your Eurodollar Account are not payable in the United States.

Regarding Form TD F 90-22.1, we believe the Department of Treasury would view a Eurodollar Offshore account as a 'financial account in a foreign country' but we are not providing tax or legal advice and we recommend you consult your tax advisor concerning whether you are required to file the form in association with your consideration of establishing a Eurodollar Account.

Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant of U.S. Treasury Regulations governing tax practice.)

NOTE:

YOU ACKNOWLEDGE THAT THERE ARE UNIQUE RISKS INHERENT IN THE DEPOSIT AND MAINTENANCE OF FUNDS IN INSTITUTIONS LOCATED OUTSIDE OF THE UNITED STATES, INCLUDING ACCOUNTS (SUCH AS YOUR OFFSHORE ACCOUNT) LOCATED AT BOKF'S CAYMAN ISLANDS BRANCH. INVESTMENTS IN OFFSHORE DEPOSITS ARE SUBJECT TO VARIOUS CROSS-BORDER RISKS AND INVESTMENT RISKS, INCLUDING THE POTENTIAL LOSS OF PRINCIPAL INVESTED. SPECIFICALLY, BUT WITHOUT LIMITATION, ALL OF YOUR OFFSHORE FUNDS ARE AN OBLIGATION OF BOKF'S CAYMAN ISLANDS BRANCH AND THEY ARE NOT DEPOSITS INSURED OR OTHERWISE GUARANTEED BY THE FDIC, OR BY BOKF OR ANY OF BOKF'S AFFILIATES, OR BY THE UNITED STATES GOVERNMENT, OR BY ANY STATE GOVERNMENT OR AGENCY THEREOF. IN THE EVENT OF BANK FAILURE, YOUR OFFSHORE FUNDS WILL HAVE LESSER PREFERENCE THAN DEPOSITS MAINTAINED IN THE UNITED STATES AND WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

FED FUNDS PURCHASED SWEEP SERVICE

If you choose the Fed Funds Purchased Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above. You direct and authorize us, as your agent, on your behalf, to invest funds available in your Deposit Account above your Target Balance, on a daily basis, into an account established with the Bank and used for the investment of Fed Funds.

You will be charged a monthly fee, which is subject to change periodically. A miscellaneous service charge through account analysis, not as a direct debit to the Account, will be assessed.

NOTE:

INVESTMENTS ARE NOT DEPOSITS OR OTHER OBLIGATIONS, ARE NOT INSURED BY THE FDIC, AND ARE NOT GUARANTEED BY THE BANK, ITS PARENT, OR ANY OF ITS AFFILIATES. IN THE EVENT OF BANK FAILURE, THE FUNDS SWEEPED OUT OF YOUR DEPOSIT ACCOUNT INTO THE FED FUNDS INVESTMENT ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

FED FUNDS SOLD SWEEP SERVICE

Correspondent banks may establish a credit line with us at a Fed Funds rate. The Fed Funds Sold Sweep Service gives the correspondent bank the ability to automatically sweep needed funds to and from their unsecured line to their Deposit Account without manual intervention. The Fed Funds Sold Sweep Service can be a single product or paired with the Fed Funds Purchased Sweep Service, allowing the correspondent banks to manage their Deposit Account without manual intervention. Correspondent banks complete applicable Fed Funds Credit Line agreements which are administered by Credit Admin and govern the credit line (whereas this Agreement governs the Fed Funds Sold Sweep Service). You will receive a weekly statement and interest only auto debit (required). The Interest due date is Saturday, so accrual is through Friday.



FUNDS SWEEP SERVICES (CONTINUED)

LOAN MANAGER SWEEP SERVICE

If you choose the Loan Manager Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us to use available funds in your Deposit Account, in excess of your Target Balance, to pay down your line of credit if it has an outstanding balance. If your Deposit Account falls below the Target Balance and funds are available on the line of credit, Loan Manager advances funds against the line and credits your Deposit Account. We shall render a statement of account on a monthly basis, which will include line of credit payments. You agree to pay a monthly fee for the Loan Manager Sweep Service, which will be subject to change by Bank periodically. A miscellaneous service charge through account analysis (not as a direct debit to the Account) will be assessed. The line of credit is governed by the Corporate Credit Agreement, whereas this Agreement governs the Loan Manager Sweep Service.

FUNDS MANAGER SWEEP SERVICE

If you choose the Funds Manager Sweep Service, then the provisions of this section apply to you in addition to the provisions of *The Services in General* section above.

You direct and authorize us to use available funds in your Deposit Account, in excess of your Target Balance, to pay down your line of credit if it has an outstanding balance, or to invest funds in selected Sweep Investment options. If your Deposit Account falls below the Target Balance and funds are available on the line of credit, Funds Manager advances funds against the line and credits your Deposit Account, or advances funds from your selected Sweep Investment option. The line of credit is governed by the Corporate Credit Agreement and the applicable Sweep Investment agreement governs the investment, whereas this Agreement governs the Funds Manager Sweep Service.

NOTE:

IN THE EVENT OF BANK FAILURE, WHILE MONEY BELOW YOUR TARGET BALANCE REMAINING IN YOUR DEPOSIT ACCOUNT WOULD BE TREATED BY THE FDIC AS DEPOSITS FOR INSURANCE PURPOSES, FUNDS SWEEP INTO INVESTMENT SWEEPS AND OR LOAN ACCOUNT ARE SUBJECT TO THE WARNINGS ABOVE.

FUNDS TRANSFER SERVICES

Our Funds Transfer Service provides your company the convenience of initiating money transfers from your BOKF Account to accounts elsewhere and may also be used to initiate transfers between your BOKF Accounts. The Funds Transfer Service has been designed to speed up collection and crediting procedures by transferring funds electronically on a same-day basis. Once an electronic transmission is sent, it is considered guaranteed funds by the initiating bank.

Uniform Commercial Code Article 4A governs your rights and obligations with respect to Electronic Funds Transfers except as otherwise specified in this Agreement; a Service Schedule under this Agreement; the Commercial Online Banking Online Terms and Conditions; or your Deposit Agreement.

NOTE:

YOU AGREE THAT IF A PAYMENT ORDER OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC 4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC 4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW.

SECURITY PROCEDURES

In using a Funds Transfer Service you agree to the Security Procedures specified in the Funds Transfer Service Schedule (and the Commercial Online Banking Online Terms and Conditions if you use Commercial Online Banking for funds transfers). In the Funds Transfer Services Schedule, you may authorize a different Security Procedure employed for Repetitive and for Non-Repetitive Payment Orders and different Security Procedures for transactions over an amount you designate. You represent and warrant each time you use a Funds Transfer Service that in light of your requirements, the Security Procedures are a commercially reasonable method of verifying the authenticity of your Payment Orders. The purpose of the Security Procedures is to verify the authenticity of Payment Orders delivered to us in your name. They are not for the purpose of detecting errors in your transmission of Payment Orders or in their content.

You authorize us to act on Payment Orders, even if they are unauthorized, if we comply with the applicable Security Procedure and act in good



FUNDS TRANSFER SERVICES (CONTINUED)

faith. In the case of a Payment Order authenticated by the Security Procedures, but which you indicate was in fact unauthorized, we may enforce or retain your payment to us for such Payment Orders. However, we may not enforce or retain your payment if you prove that the unauthorized Payment Order was not directly or indirectly caused by a person:

- a. who was entrusted at any time to act for you with respect to Payment Orders or the Security Procedures; or,
- b. who obtained access to your transmitting facilities or who obtained from you information facilitating breach of the Security Procedures.

INCONSISTENT NAMES AND NUMBERS ON PAYMENT ORDERS

You agree that if a Payment Order or cancellation thereof identifies the beneficiary by both name and an identifying or account number and the name and number identify different persons or account holders, execution and payment to the beneficiary or cancellation may be made solely on the basis of the identifying or bank account number. You also agree that if a Payment Order identifies an intermediary bank or the beneficiary's bank by both name and an identifying number and the name and number identify different persons, execution of the Payment Order by any bank may be made solely on the basis of the identifying number. Neither we nor any other bank has a duty to determine whether a Payment Order contains an inconsistent name and number.

ACCOUNT BALANCES

You agree that you must have sufficient available funds in your Account or within any line of credit with us to cover your Payment Orders. Once we act on a Payment Order, other than to reject it, you are under an obligation to pay us the amount of the Payment Order. We retain the right at any time and without notice to require payment before we process your Payment Order. Any action by us in executing a Payment Order without first being paid does not waive our right to insist on payment before acting at any time in the future. If we do act on a Payment Order without first being paid by you, it is immediately due and payable without notice or demand. Nothing in this Agreement, nor any course of dealing, constitutes a commitment or obligation by us to extend any credit to you, make a loan to you, or advance funds to you to pay for any Payment Order.

If on any Funds Transfer Business Day there are one or more Payment Orders or other items payable against your Account, we may debit your Account for such Payment Orders and other items in any sequence in our discretion.

TIME FOR MAKING PAYMENT ORDERS, CANCELLATIONS OR AMENDMENTS

We must receive Payment Orders submitted by direct transmission via MoveIT, telephone or in writing not later than the time set forth on the Funds Transfer Services Schedule on a Funds Transfer Business Day in order for the Payment Order to be accepted on that day. If we receive a Payment Order after such hour, we may either treat it as if it were received before that hour or we may treat it as received at the opening of the next Business Day, at our sole discretion. We will give you notice of the acceptance of a Payment Order by posting the amount of the Payment Order to your Account. Prior to the acceptance of an outgoing Payment Order, the outgoing Payment Order may be canceled, amended or modified, if the Beneficiary's bank is located within the United States of America and the outgoing Payment Order is to be paid in U.S. dollars. Other outgoing Payment Orders may not be canceled, amended or modified. We must receive your cancellation or modification a reasonable time prior to the time we execute the outgoing Payment Order. We will make a reasonable effort to act on your modification or cancellation request, but we will not be liable if it is not effected. You agree to release and hold us harmless from any liabilities, claims, costs, expenses and damages of any nature we incur in connection with your request for modification or cancellation.

ACTING ON PAYMENT ORDERS

We reserve the right to refuse to accept any Payment Order in our discretion. Notice of rejection of any Payment Order shall be deemed commercially reasonable in the circumstances if given orally, by telephone, by first class United States mail or private delivery Service, by electronic transmission or facsimile transmission. If we accept a Payment Order, we will use any means of transmission, intermediary bank, clearing house or funds transfer system we reasonably select to transfer funds.

RULES AND LAWS IN EFFECT

Each Payment Order, cancellation or instruction relating thereto may be executed using the Fedwire of the Federal Reserve System or some other funds transfer system. You acknowledge that:

- a. each Payment Order will be accepted and each cancellation and other Funds Transfer instruction will be processed in accordance with all applicable laws, regulations, system rules and government agency operating circulars, including without limitation, the Bank Secrecy Act, Regulation J of the Federal Reserve, and funds transfer and clearing house rules and clearing arrangements, as amended from time to time and as in effect at the time of your Payment Order, whether or not we are a party thereto ("Rules"); and,
- b. we have no right to reverse, adjust or stop payment or posting of a Payment Order which we have accepted, except to the extent, if any permitted by the Rules. You agree to comply with all applicable payment system rules.



FUNDS TRANSFER SERVICES (CONTINUED)

PROVISIONAL PAYMENTS

Payment by us to your Account as beneficiary is provisional until we receive final settlement for the transaction. If no final settlement is received we may deduct your Account for the amount credited. We have the right to delay the availability of any amount credited if we believe that there may not be sufficient funds in your Account to cover a chargeback in the event the funds transfer fails.

NOTICE OF ACCOUNT DISCREPANCIES

Information pertaining to your Payment Orders will be reflected in your Account statements. You agree to send us a notice in writing promptly after you first receive notice of a discrepancy in your records and ours. If you fail to notify us within 10 Funds Transfer Business Days, we will not be liable to you for any interest or for any compensation for any other loss or cost relating to an unauthorized or incorrect debit to your Account or other discrepancy.

LATE OR IMPROPER EXECUTION OF PAYMENT ORDERS

If we make a late or improper execution of a Payment Order or if we fail to execute a Payment Order, your relief is limited to that accorded by UCC 4A-305(a) and (b). We will not be liable for any consequential damages.

INTERNATIONAL ELECTRONIC FUNDS TRANSFER

Where feasible, we will reformat your instructions for SWIFT and relay it by SWIFT to the appropriate bank, subject to the Funds Transfer Business Day schedules for us, SWIFT, and the paying bank. Otherwise, we will use whatever means of medium we deem appropriate, including use of third-party facilities to relay your instructions to another bank. We reformat and transmit your instructions, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Agreement.

The Commercial Online Banking Foreign Exchange Rate Table will display certain currencies automatically on a daily basis. These posted rates are not final and may be subject to change. In addition, you may revise the exchange rate provided by our international wire department by providing a custom rate confirmation number.

GENERAL ACCOUNT SERVICES

ZERO BALANCE ACCOUNTS

Our Zero Balance Account Service allows you to use your cash resources more productively and retain centralized disbursing authority. After checks and deposits have been posted, a zero balance or a Target Balance is maintained through an automatic transfer between an Account you designate as your master Account, and the collection or disbursement Account. The transfer amount will correspond with the net amount of activity, resulting in a zero balance (or Target Balance, as the case may be) in the collection or disbursement Account. You may associate a network of collection or disbursement Accounts with the master Account.

DOMESTIC COLLECTION

Through our Domestic Collection Service, we act as agent for you when processing non-cash items for collection. A Domestic Collection item is any item which the Bank has received for collection and for which settlement with the owner will be made only when the item is finally paid or returned. We act as your agent when processing a non-cash item for collection. Collection items vary greatly and are subject to instructions, ranging from simple and straightforward to technical and complex, as set out and determined during your Setup Process and mutually agreed to from time to time thereafter.

We offer three types of collections including Incoming Cash Collections:

- a. Incoming Cash Collections: Others trying to collect funds from you (Warrants, Payable Thru Drafts and NSF Checks).
- b. Process Incoming Non-Cash Collections: These do not process through the Federal Reserve (Oil & Gas collections, automotive drafts, insurance drafts and other non-cash items).
- c. Process Outgoing Collection Items: You are presented with a draft for payment (Oil & Gas collections, automotive drafts, insurance drafts, promissory notes, other miscellaneous items).

Your payments of drafts are required to be made by official check or a priority debit from a designated Account at the Bank.

PAYABLE THROUGH DRAFT

We will handle "payable-through-drafts" issued by you and drawn on the Account designated by you. You will fund such drafts the same day that we fund them, either by: (i) maintaining balances in the payable-through-draft Account sufficient to cover drafts as they are posted to that Account; or (ii) by establishing an automated funding arrangement to transfer funds from another demand Account you have at the Bank.



GENERAL ACCOUNT SERVICES (CONTINUED)

On each Business Day, we will present to you for payment drafts that we received the previous Business Day, along with a statement reflecting the posting of each item. None of our processing activities will be construed or deemed to imply that we have completed final payment of the drafts. Final payment of the drafts will be deemed to have been completed if you do not return them to us unpaid in accordance with the following section, "Returning Drafts Unpaid".

It is your responsibility to verify the signature on the draft and the endorsement, and the Bank shall not be liable for any claims, losses, damages, or expenses resulting from your failure to do so.

If your offices are closed on any Business Day, or if the drafts cannot be presented or delivered to you for payment for any other reason, you will hold us harmless for any loss that may occur due to the eventual late return of such drafts.

RETURNING DRAFTS UNPAID

If you elect to return a draft to us unpaid, it must be returned to us no later than 1:00 P.M. (Central time) on the Business Day following the Business Day on which we received the item for posting. Drafts must be returned to us on the same day they are presented to you in order to comply with statutory requirements for timely return of cash items. You must indicate on the face of each returned, unpaid draft the reason for non-payment in order for us to inform the original depositor the reason for the draft's return. We will credit your payable-through-draft Account for all drafts returned to us in accordance with this section.

NON-PAYABLE THROUGH DRAFTS

A "non-payable through draft" is a negotiable instrument that clears through the Federal Reserve much like a check and is issued by a government agency that may have a payable-through-draft arrangement with the Bank but funds are unavailable. This agreement is essentially a line of credit for specific items. Unlike normal payable through drafts, the word "Non" or "Not" must be stamped on the item.

SUB-ACCOUNTS

Sub-Accounts allow you to capture deposit activity and expenses at the store or location level, while providing a consolidated view or activity at a roll-up/master account level as well. You will be responsible for providing us with store or location numbers, and we will open Sub-Accounts for each. Transactions from each Sub-Account, detailed with a unique location code, roll up to the master (parent) Account.

DEPOSIT CONSOLIDATION

With Deposit Consolidation, you can consolidate commercial deposits made at our banking centers in Oklahoma, Texas, New Mexico, Arkansas, Colorado, Arizona, and Kansas City into one Account on a same Business Day basis.

RETURN ITEM SERVICES

RETURN ITEM – SPECIAL INSTRUCTIONS

The Bank's Returned Items service is virtually hands free and eliminates the labor and expense of tracking returned items. Customers have the ability to review Account status and check Images daily, which ensures the information needed is at your fingertips. There are multiple Reclear or Chargeback Options, re-presentation frequency flexibility, automated reporting, extended details, multiple location chargeback & reporting or the Re-Presented Check Entry option.

RETURN SOURCE

ReturnSource provides online Web access to help reduce labor and expenses of tracking returned items, and gives Customers greater control over the incoming re-clear and chargeback process.

RCK ENTRIES

Re-Presented Check Entries (RCK) Service is a single-entry ACH debit transaction used to re-present a paper check after the paper check has been returned for insufficient funds. We offer Specified Collection dates, daily reports, and accelerated processing cycles, as appropriate.

How RCK WORKS

When using RCK, you authorize and instruct us to create RCK ACH Entries on your behalf from an electronic file of returned checks that are eligible for electronic re-presentation under the NACHA Rules. To be eligible, a check must, among other things:

- a. Be in an amount less than \$2,500;
- b. Indicate on the face of the check that it was returned for insufficient or uncollected funds;



GENERAL ACCOUNT SERVICES (CONTINUED)

- c. Be dated less than 180 days from the date of the re-presentation;
- d. Be drawn on a consumer as opposed to a commercial account; and,
- e. Have been previously presented no more than twice in paper form or no more than one time in its paper form and one time as an RCK entry if the entry is a reinitiated RCK under NACHA section 2.12.

The creation by us of the RCK Entries on your behalf is subject to the provisions of the ACH Services section of this Agreement, including the Security Procedures provisions.

YOUR OBLIGATIONS

With respect to any RCK Entries you are deemed to be the Originator under the NACHA Rules. As the Originator, you agree to follow all NACHA Rules and make all the warranties to us that we make as the ODFI – including but not limited to the following:

- a. The check has been presented no more than two times in paper form;
- b. You have good title to the check;
- c. All signatures on the check are authentic and authorized;
- d. The check has not been altered;
- e. The check is not subject to a defense or claim;
- f. You have no knowledge of any insolvency or bankruptcy of your customer;
- g. The check does not have any restrictive endorsement;
- h. You have notified your customer of the electronic check re-presentation policy including the fact that return items may be re-presented electronically and a return Service fee may be added and your customer has signed a written authorization to such effect; and,
- i. That you will maintain the front and back of the item to which the RCK entry relates for seven years.

We shall be entitled to rely on the foregoing representations and warranties. You shall indemnify and hold us harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any your breach of the foregoing representations and warranties.

NACHA RCK RULES AND LAWS

We act as ODFI and you act as Originator with respect to all Entries. With every RCK transaction you warrant that you have the appropriate authorization from the Receiver and that the RCK Entries conform to the authorization and comply with the NACHA Rules.

CENTRALIZED CHECK RETURNS

Our Centralized Check Return Service is designed to accelerate the processing cycle for checks being returned as insufficient or uncollected. Companies with multiple banking relationships can receive all returned paper checks from one single source.

Centralized Check Recovery is virtually hands free. With our web-based Service, you have the ability to review Account status and check Images at any point during the recovery process which ensures the information you need is at your fingertips.

CHECK RECOVERY SERVICING

The Bank also partners with a third party to provide check recovery – offering a variety of collection options such as RCK, credit card or paper drafts, combined with Web Based reporting, viewing of check Images, professional and diplomatic notification letter series.

CONTROLLED DISBURSEMENTS

The Controlled Disbursements system matches the daily funding of disbursements with the day that checks issued from the Controlled Disbursement account are presented for payment, freeing up excess funds. Initial check totals and detail are available by 8:00 a.m. (CST), and final totals are available by 10:30 a.m. (CST). After the second clearing, no other checks clear that day (except in the event a check is presented over-the-counter for cash). Once the exact dollar amount needed to fund the Controlled Disbursement account is known, it is wire-transferred to us or funded through your Zero Balance Account (additional funding methods include ACH funding, an advance from a line of credit, or a transfer between your Accounts). The certainty regarding when checks will clear allows you to reduce the Account balances you maintain and makes your funds available for short-term borrowings or for increasing purchases or investments. The automatic funding of the Controlled Disbursement account means that no manual transfers are required.



GENERAL ACCOUNT SERVICES (CONTINUED)

CONSOLIDATED PAYABLES

Consolidated Payables allows you to efficiently and securely outsource your account payable check printing and distribution. Your checks will be printed and mailed by our vendor utilizing your current payables print file. The payables file may also include electronic payments which will be automatically formatted into NACHA file format and transmitted to us on your behalf for processing. Additionally, a Positive Pay file can be created for the check payments. Various reports can be provided so you retain control of your payables process.

You agree that any Positive Pay Services or ACH Services shall be governed by the terms applicable to that Service. You retain all obligations set out herein to verify and validate ACH payments, as our vendor creates the electronic payment on your behalf and from the file and data supplied by you.

CORPORATE CHECK CASHING

Corporate Check Cashing allows you to authorize us to cash or deposit for immediate credit (as requested by the designated payee) checks drawn by you on a designated bank. Our responsibilities in handling such checks are limited to (i) forwarding such items to the designated drawee bank through the normal banking channels upon payment, and (ii) making reasonable efforts to determine the endorsements on such checks are not forged (by requesting proof of identity from the payee that bears payee's photograph and signature). We shall have no obligation to pay any check to any person other than the payee named on any such check. Our branches may make payment to the named payee in cash, by deposit, or otherwise.

You agree to release, indemnify and hold us harmless from and against any claims, losses, liabilities, damages or other obligations of whatsoever kind and nature (including Legal Expenses) which we may incur and which directly or indirectly arise out of, or are connected with, (i) our performance of the Corporate Check Cashing Service, including the payment of any checks, and (ii) your failure to notify us of a change to the designated drawee bank, routing transit number, and/or account number.

MONEY ORDER AND SHAREHOLDER CHECK PROCESSING

Money Order and Shareholder Check Processing allows you to authorize us to process any and all money orders and/or shareholder checks (for purposes of this Service, each an "Item" and more than one the "Items") issued by the you. Processing may include payment of the Item to the Federal Reserve Bank, or cashing or depositing the Item(s) for immediate credit to a payee's account. By selecting this Service, you authorize and direct us to process and, if applicable, to pay or deposit for immediate credit, as may be requested by a payee, any Item purported to be issued by you upon presentation by the payee named on such Item of proof of identity that bears payee's photograph and signature (such as a current driver's license). We shall have no obligation to pay any Item to any person other than the payee named on any such Item, and our responsibility in handling such Item is limited to making a reasonable effort to determine the endorsement is not forged by requesting the proof of identity detailed herein. You will pay us the standard processing charge for the Item processing and related activities (as published by us, which charges are subject to change from time to time).

You agree that you will fund Items the same day we process them, which may be done by wire transferring funds into the Account, by maintaining balances in the Account on which the Items are drawn sufficient to cover Items as they are cashed or posted to the Account, or by establishing an automated funding arrangement to transfer funds from another demand Account you have with us.

On each Business Day, we will provide Images of Items or a list of the Items that we processed that same day or during the previous Business Day, as applicable, for payment, along with a detailed statement reflecting the posting of each Item. None of our processing activities shall be construed to imply that final payment of the Items is completed. Final payment of each Item will be only be considered to have been completed if you do not indicate to us, in accordance with the following sentence, that the Item is to be returned to the original depositor unpaid. If you elect to return any Item unpaid, in order to comply with statutory requirements for timely return of cash items, a list of each returned Item(s) plus the check number, date, account number, and reason for non-payment associated with each Item must be provided to us no later than 1:00 p.m. (Central time) on the day following the date the Item was received by us for posting. We must know the reason for non-payment in order to inform the original depositor of the reason the Item is being returned.

You agree to reimburse us for the full face value of all Items we paid, whether or not you are obligated to pay the full face value of the Item(s) to the payee(s), due to a lapse in time or otherwise. If on any Business Day, your offices are closed, or if for any other reason the list of Items processed cannot be delivered to you for payment, you agree to hold us harmless for any loss that may occur due to the eventual late return of such Items. You agree to release, indemnify and hold us harmless from and against any claims, losses, liabilities, damages or other obligations



GENERAL ACCOUNT SERVICES (CONTINUED)

of whatsoever kind or nature (including Legal Expenses) which we may incur and which directly or indirectly arise out of, or are connected with: (i) our performance of the Money Order and Shareholder Check Processing Service, including the payment of any Items, and (ii) fraud by a payee including forgery.

COMMERCIAL ONLINE BANKING

Accessible via a secured Internet site and mobile app, which includes multiple levels of security and encryption, Commercial Online Banking provides complete account information reporting and transaction initiation services to corporations and correspondent banks. Using a personal computer and Internet connection or a supported mobile device, your company has access to this valuable information service 24 hours a day. We do not guarantee that all Commercial Online Banking features available through your computer will be available through mobile access.

This Agreement, the Commercial Online Banking Online Terms and Conditions, and the Deposit Agreement govern Services described in this Agreement that are accessed online, such as Electronic Funds Transfers, Online Positive Pay, Reverse Positive Pay/Check Return, stop payment orders, book transfers, loans, online statements, balance reporting, and ACH Transactions. Such Services shall be subject to the procedures and protocols specified in the online user help and documentation. You agree to abide by the terms of the Commercial Online Banking Online Terms and Conditions and the online user help and documentation and the procedures for use of the Service prescribed by us as they may be amended from time to time. By applying for the information reporting Services, you authorize us to provide information regarding your accounts with us and to follow your instructions in the use of the Service.

The assignment of the Commercial Online Banking Official Administrators must be made by a signer of the Treasury Master Agreement or one of the listed individuals on the Delegation of Authority Form. Your Commercial Online Banking Official Administrator(s), shall be responsible for the administration of Commercial Online Banking in your business environment, including adding and deleting users as applicable and assigning and monitoring permissions. The Commercial Online Banking Official Administrator will have full authority to act on your behalf and to create, train and maintain Authorized User accounts, and permit or restrict access to Commercial Online Banking. The Official Administrator can also provide oral or written instructions to us to add, change, or delete accounts or services from Commercial Online Banking, and we are entitled to act on such instructions. We will not be responsible for actions by you or your Commercial Online Banking System Administrator or any users added by him or her, and will not have any liability or responsibility for or with respect to any loss, cost, expense or other consequences resulting from such actions. We do not monitor or maintain a list of Authorized Users, which shall be solely your responsibility. You acknowledge and agree that your Official Administrator and any Authorized Users each has the authority to accept the Commercial Online Banking Online Terms and Conditions presented to them via the secured Internet site or the supported mobile device.

You agree that login using security passwords is a commercially reasonable Security Procedure for verifying the source and validity of communications. You agree to take reasonable precautions to safeguard Login Information so that only your Commercial Online Banking Official Administrator(s) as authorized pursuant to the Commercial Online Banking Schedule and/or Authorized Users, shall have the ability to access the Services. You further agree that you shall comply with such other Security Procedures as we reasonably require in order to protect our systems and your use thereof. You agree to promptly notify us of any breach or other issues regarding Security Procedures. You agree, represent and warrant that in light of your requirements, the Security Procedures specified in the Commercial Online Banking Online Terms and Conditions and the online user help and documentation are a commercially reasonable method of verifying the authenticity of your Commercial Online Banking transactions. The purpose of the Security Procedures is to verify the authenticity of transactions made in your name, but are not for the purpose of detecting errors in your transactions. You authorize us to act on transactions effected through Commercial Online Banking, even if they are unauthorized, if we act in good faith.

The use of multi-factor authentication will be employed within certain workflows on Commercial Online Banking as an additional authentication for high risk transactions within specific Services. These Services and workflows are documented, and you agree that these are commercially reasonable security procedures. Additional information such as Guides, Security Awareness Publications, and Commercial Online Banking Secure/Best Practices are available within the Privacy & Security link as well as the online user help and resource center documentation link within Commercial Online Banking. As specified in the "Special Security Requirements" section, Trustee's Rapport product is required for any users accessing the Commercial Online Banking system.

TRANSPORTER

Transporter is a file export software that allows for unattended Commercial Online Banking sessions, where data files (Previous or Same Day files) are exported and saved into your accounting or treasury workstation applications. It allows you to save time by automating file exports and file sharing with other applications.



LOAN SERVICE

The Loan Service allows you to view your loan account balances at the Bank (each a "Loan Account") and transaction activity. Additionally, Authorized Users may make payments on Loan Account(s) by transferring funds from an Account and/or may request advances under Loan Account(s).

The loan information displayed and functionality available will vary based on the loan type. Not all Loan Account(s) may be eligible for transaction services and the ability to initiate transactions is available only to those clients that meet the Bank's eligibility requirements.

We strive to keep all information available through the Loan Service accurate and timely. However, the Loan Service will not reflect transactions that have not yet been posted and such information is subject to change to conform with additions, deletions or adjustments to the Loan Account(s). Nothing in this Agreement shall modify in any way any contractual obligations you have pursuant to the Loan Account(s) documentation. We may refuse to execute any transaction that we have reason to believe does not comply with the terms of the Loan Account(s) documentation and will have no liability to you for any such refusal. By using the Loan Service, you are authorizing us to withdraw, debit or charge the necessary funds from your Account at the time a payment is initiated through the Loan Service. Payments will be initiated only when sufficient funds are available in the designated Account.

LOCKBOX SERVICES

Our Lockbox Services are designed to accelerate Customer payments, reduce clerical expense, and improve management control. We offer an

Image Retail Lockbox Service to high volume Customers and an **Image Wholesale Lockbox Service** to our lower volume Customers. Upon selection of Lockbox Services, we will process checks and other payment instruments, such as drafts, that are received at your Lockbox Address, which we will establish for you at a facility selected by us. You instruct your customers to mail remittances directly to your Lockbox Address and, acting as your agent, we pick up and process the mail at various times each Business Day, or when otherwise mutually agreed upon. Additionally, we offer **Remote Lockbox Capture**, which allows you to include remittance documents and checks directly to your Lockbox from your office by scanning remittance documents and checks on a desktop scanner and delivering the required Images and information to us or our designated processor. The scanned checks will be included in the lockbox deposit. This Service is subject to the terms of the Remote Lockbox Capture Addendum, which you will receive and agree to before receiving Remote Lockbox Capture Services, and which terms shall take precedence over this Agreement in the event of conflict. The provisions of the Financial Information and Audit Section under "Remote Deposit Services," below, apply Remote Lockbox Capture Services.

You authorize us and/or our agents to have unrestricted and exclusive access to the incoming mail delivered to your Lockbox Address for the purpose of collecting, processing, and depositing remittances into your Account. If we otherwise receive mail containing your lockbox number, we may, but are not obligated to, handle the mail as if it had been received at your Lockbox Address. We are not liable to you for losses you suffer if anything other than payment instruments is sent to the Lockbox Address.

We will perform Lockbox Services in accordance with this Agreement and the Deposit Agreement. We and/or our agents are authorized to take all action necessary or administratively efficient to carry out our obligations, including:

- a. Collecting mail from your Lockbox Address;
- b. Opening the envelopes, removing their contents, inspecting and processing such contents;
- c. Endorsing checks and optionally, if selected, processing payments made by credit cards; and,
- d. Making deposits to your Account in accordance with the deposit ticket and any law or regulation governing deposits.

We will provide to you an information package regarding daily payments processed and forward any non-payment materials to you with the deposit information.

In addition, we will maintain a record of all checks processed. This record will be available for deposit research and reconstruction on an exception basis, subject to our current fees for such Service. We will retain the record for one year, unless applicable state or federal laws or regulations require retention for a longer period. At the expiration of the retention period, we may destroy or discard this record. In the event of an error, you must notify us within fourteen (14) days after receipt of the information packet containing an error. Except to the extent prohibited by law, failure to notify us of errors within this time will relieve us of any and all liability.

REMOTE DEPOSIT SERVICES

Our Remote Deposit Services (Remote Corporate Capture and Commercial Mobile Deposit), allow you to make deposits to your Accounts from your office or elsewhere by scanning the front and back of your endorsed checks on a desktop scanner, or capturing such Images using our



REMOTE DEPOSIT SERVICES (CONTINUED)

mobile app and your approved mobile device, and transmitting the required Images and information to us or our designated processor. In addition to this Agreement, these Services are subject to the terms of the Remote Corporate Capture Addendum or the Commercial Mobile Deposit Agreement, as applicable, both of which will require acceptance before receiving Remote Deposit Services, and which terms shall take precedence over this Agreement in the event of conflict. You acknowledge and agree that your Official Administrator and any Authorized Users each has the authority to accept the Commercial Mobile Deposit Online Terms and Conditions presented to them via the supported mobile device.

IMAGE CASH LETTER

Image Cash Letter Services will be provided according to the terms of this Agreement. You will provide captured check Images and check data (using your own methods and devices), including the magnetic ink character recognition (MICR) formatting information through electronic transmissions (the "Transmissions") to us in the format and specifications we require. You authorize us to process the Transmissions as may be applicable (as substitute checks, electronic images, or photos in lieu) for further clearing through any other financial institutions, clearinghouse, or Federal Reserve Bank (as substitute checks, electronic images, or photos in lieu). You agree you are solely responsible for the creation and transmission of these Transmissions to us. If any Transmission (including any source document) does not meet our requirements for processing or those of any transferee, you assume all risk of loss or delay in processing such Transmission. You also authorize us to either return the Transmission to you without further processing; process the Transmission as sent by you; process the items as photocopies in lieu of the originals; or repair or attempt to repair the Transmission for further processing; in our discretion, and without liability.

Transmissions must be received by the published deadlines, and files received after that time will be considered deposited as of the next Business Day. A Transmission will be deemed received when the entire file has been received by our system and made available to us to validate. Based on the size of the Transmission file, there may be a delay between the time you begin to send the file and the completion of the transfer. You agree to make every effort to send the Transmission as early in the day as possible.

You shall be solely responsible if any Transmission for which you have been given provisional credit is returned or reversed, and neither we nor our subcontractors shall be liable or responsible for same. You acknowledge that all credits received for deposit are provisional, subject to verification, final settlement or return. You agree that we shall have no liability for the content of payment-related information as received from you. You shall be solely responsible for the original checks, including storage and retrieval. You agree to provide a legible copy of an Image or the original check if requested by us within five (5) Business Days of such request. If you are unable to provide the original or legible copy, you shall be liable for any associated loss or claim involving the check. You will not present a Transmission or the original or substitute Check more than once to us and shall be responsible for any and all losses or claims resulting from presenting such check or Transmission for payment more than once through any method.

You warrant and represent to us that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original check at the time each check was truncated; (b) each Transmission contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the check; (c) each Transmission conforms to the technical standards for an electronic item set forth in Regulation J and Federal Reserve Bank operation circulars, and for a substitute check set forth in Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original Check or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) you will not redeposit through this Service any Transmission representing a check previously deposited and returned to you; (f) you will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access or duplicate presentment; and (g) you will only create Transmissions for checks that originated as paper checks.

In addition to any other indemnification obligations set out herein, you agree to indemnify us for any loss or expense sustained (including Legal Expenses) resulting from any warranty or indemnity required to be made by us with respect to a check under applicable law or regulation, including the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J, Federal Reserve Bank operating circulars and clearing house rules.

FINANCIAL INFORMATION AUDIT

Provision of the Remote Deposit Services may require that we perform additional due diligence, financial evaluations, and/or site visits before we begin providing these Services or in connection with continuation of such Services. We may from time to time request information from you in order to evaluate a continuation of these Services to be provided by us hereunder and/or adjustment of any limits set by the Remote Deposit Services. You agree to provide the requested financial information immediately upon request by us, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with the Remote Deposit Services and to request reports from credit bureaus and reporting agencies for such purpose. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement and any Remote Deposit Service Addendum, and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and



REMOTE DEPOSIT SERVICES (CONTINUED)

ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location related to information technology, the Remote Deposit Services, and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in your audit. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk of continuing to provide the Remote Deposit Services to you is unacceptable, or if you refuse to give us access to your premises, we may terminate the provision of the Remote Deposit Services to you.

SPECIAL SECURITY REQUIREMENTS

TRUSTEER RAPPORT

Trusteer's Rapport product is an essential and required part of the security structure that underlies our systems, like passwords, security questions, tokens, and other security measures. As financial malware becomes more sophisticated, protecting your Login Information and online activity against malicious activity is imperative. There is no cost to download, install, and use Rapport, and you are required to do so in order to use Commercial Online Banking. Keeping Rapport active and its default policy settings in place will ensure maximum protection against financial loss.

Rapport works by detecting and blocking malicious software, creating a barrier between your online activity and financial malware attacks and fraudulent websites. Downloading and use of the Trusteer Rapport software is governed by the terms of the Rapport license agreement which is provided to you with the software. We make no representation or warranty respecting the software, and you agree we are not responsible for any costs, claims, damages or losses arising out of or relating to in any way whatsoever to the downloading or use of the software, or your misuse or non-use of the software.

GENERAL PROVISIONS

GENERAL OBLIGATIONS

Throughout this Agreement, "we" and "our" means the Bank, while "you" means the Customer. We are responsible only for performing the Services expressly provided for in this Agreement that you have selected during a Setup Process and/or on the Treasury Services Product Selection Form, and with respect to which you have executed a corresponding Service Schedule, if applicable. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for loss of your data.

You are responsible for providing us, in writing and on a current basis, with the names and specimen signatures of your personnel authorized to communicate with us concerning matters covered by this Agreement and to provide direction to us in connection with the Services rendered hereunder. You are also responsible for informing us of any changes in internal operating procedures or changes in your business that may affect this Agreement or the Services rendered hereunder, including but not limited to the scope of authority of authorized personnel, identity of principals and/or owners, the form of business organization, or additional locations. We are entitled to rely on the most current information in our possession.

ADDITIONAL SERVICES AND SERVICE CHANGES

During the Term of this Agreement you may request additional Services. If we are willing to provide a requested Service and you execute a corresponding Service Schedule (if applicable), it will become a part of and subject to the terms and conditions of this Agreement, including any new terms and conditions necessary to govern the provision of the additional Service. You may request us at any time to change the processing instructions for any Service.

In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us (such as an amended or replacement Service Schedule), or be from an Authorized User. In addition, certain requests for changes may be subject to our approval. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them.



GENERAL PROVISIONS (CONTINUED)

AMENDMENTS TO THIS AGREEMENT

Except as otherwise required by law, we may change, add or delete any of the terms and conditions in this Agreement or a given Service Schedule applicable to any or all Services from time to time and at any time in our sole discretion. When changes are made we will update you in accordance with the Communications provisions of this Agreement. Your continued use of or failure to terminate any Service or this Agreement after the effective date of a change will indicate your agreement to the change.

No amendments requested by you shall be effective unless received in writing by us and agreed to by us in writing.

CHARGES

SERVICES

You will pay us for each Service you use according to our schedule of charges currently in effect for you, as may be amended from time to time, except as we may otherwise agree (in writing). At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days' prior written notice to you, except that any increase in charges to offset any increase in fees charged to us by any Supplier for Services used in delivering any Service may become effective in less than 30 days.

You will receive a monthly Account statement. However, with respect to a savings Account, if there are no transactions in a particular month, you may not receive a statement monthly but you will receive a statement at least quarterly.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

TAXES

All Service charges are exclusive of sales, value-added excise and use taxes, stamp and other duties, tariffs, assessments, and other governmental charges imposed on any Service or Licensed Materials and not based on our net income. Such taxes, duties and charges are payable by you in addition to the fees.

Any tax information or written tax advice contained herein (including any attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. (The foregoing legend has been affixed pursuant to U.S. Treasury Regulations governing tax practice).

CURRENCY EXCHANGE RATES

If a transaction involves a currency other than the currency in which the relevant Account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable Service Schedules and Setup Processes). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations.

OVERDRAFTS

We may, at our sole discretion, allow an overdraft to occur in your Account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any applicable overdraft charges. In no event shall the fact that we previously allowed an overdraft to occur obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

PAYMENT FOR SERVICES

DESIGNATED ACCOUNT(S)

You must maintain and designate an Account(s) with us, which we will use for all payments and deposits and Service-related adjustments and charges. Except as may otherwise be provided, you must have funds available on deposit in your Account(s) sufficient to cover such obligations. We will, on a monthly basis, debit your Account with us for payment of charges due, and you authorize us to do so (even if such deduction causes an overdraft in the Account) unless you arrange another payment procedure acceptable to us.

OTHER ACCOUNTS AND SETOFF

In the event there are insufficient funds available in any designated Account to cover your obligations under this Agreement, you agree that we may debit any Account, including any overdraft line of credit or other arrangement, maintained by you with us or that we may set off against any amount we may owe you in order to satisfy your obligations under this Agreement. You agree to pay any collection costs (including Legal Expenses) which may be incurred by us should you fail or refuse to pay any charges owing to us under this Agreement.



GENERAL PROVISIONS (CONTINUED)

COMMUNICATIONS

GENERAL

All notices or advices required or permitted to be given by you to us pursuant to this Agreement shall be given in writing, addressed to us at **201 Robert S. Kerr, OKC, OK 73102**.

All notices or advices required or permitted to be given by us to you pursuant to this Agreement shall be given in writing as described in this paragraph. All such notices and advices shall be delivered through mail, electronically, or by other available means. Electronic delivery may include sending an e-mail sent to the e-mail address specified on the Authorization and Agreement form you return to us or otherwise provided to us as the e-mail address to which notice or advices should be sent, or posting the information on our website. Delivery by mail shall be addressed to you at the applicable address specified on the Authorization and Agreement form you return to us (unless another address has been provided to us in accordance with this Agreement).

Such notices and advices shall be deemed to have been given when mailed, sent electronically, or otherwise made available to you. The person receiving such notices and advices is responsible for providing copies to such other persons in your organization with access to the Services or who may have a need to know the information contained therein. If there is more than one authorized signatory on your Account, we may send notices and advices to any one of them.

You or we may change the address for notification purposes in conjunction with your Accounts or particular Services by giving the other party prior written notice of the new address and the date upon which it will become effective. You agree that you will notify us immediately in the event of any change to the address(es) (both physical and electronic) specified on the Authorization and Agreement form you return to us. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it.

You agree that we may electronically monitor and/or record any telephone communications with you as permitted by law.

ORAL INSTRUCTIONS

Except as otherwise provided in this Agreement, we may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list or Schedule from you of persons authorized to give such instructions. You will update this list or applicable Schedules from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Agreement, we are not required to act on any instruction from any person or to give notices to any person.

CONFIDENTIALITY

OUR OBLIGATION

We acknowledge that information we obtain from you in connection with any Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with BOK Financial Corporation's Privacy Policy located on our website.

We shall restrict disclosure or use of Customer Information to our Affiliates, employees or agents who are involved in performing our obligations under this Agreement. We shall use Customer Information solely for the purposes expressly set forth in this Agreement. We shall not, directly or indirectly, disclose, sell, give, or otherwise transfer or make available Customer Information to any third party, except as necessary to perform pursuant to this Agreement or as permitted by law. Upon termination of this Agreement, we shall cease use of Customer Information, and may destroy Customer Information, except that which is necessary for tax, audit or legal requirements.

We may contract with others to provide data transmission, storage or other services to us. In the event we disclose Customer Information to a third party in order to perform according to this Agreement, we shall limit disclosure to that necessary to perform, and we shall require such third party to abide by the terms and conditions relating to Customer Information set forth herein.

YOUR OBLIGATION

You acknowledge our claim to rights in the Licensed Materials and that the Licensed Materials constitutes our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Licensed Materials is confidential and you will:

- a. Safeguard the Licensed Materials at all times and to maintain their security.
- b. Establish and maintain procedures to assure the confidentiality of the Licensed Materials and any password or code subsequently changed by you.
- c. Use the Licensed Materials only for the purposes for which we provide them.
- d. Notify us promptly by telephone, confirmed in writing, if any Licensed Materials is lost or its confidentiality is compromised.



GENERAL PROVISIONS (CONTINUED)

You will not, nor will you allow anyone else on your behalf, to do any of the following without our prior consent:

- a. Disclose any Licensed Materials to any person or entity, except to your employees and agents with a need to know the Licensed Materials.
- b. Make any copies, in whole or in part, of any Licensed Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
- c. Translate, reverse engineer, disassemble or decompile any Software or security devices.

You have sole responsibility for the custody, control and use of all Licensed Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Licensed Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords.

GRAMM-LEACH-BLILEY ACT

We acknowledge that we may receive or have access to information or materials regarding your consumers or customers. Notwithstanding any other provision of this Agreement, we shall maintain the privacy of any and all information or materials regarding your consumers and customers in accordance with all applicable state and federal laws, rules, and regulations, including all provisions of the Gramm-Leach-Bliley Act (the "Act") and any rules and regulations promulgated there under. Both parties agree to amend this Agreement if necessary to comply with the Act.

PERMITTED DISCLOSURES

This section does not limit either party's ability to disclose information:

- i. that the other party has approved by prior writing for disclosure;
- ii. that is disclosed to its professional advisors or auditors;
- iii. that becomes public other than through a breach of these confidentiality obligations;
- iv. that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service;
- v. which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information;
- vi. as required or requested by any securities exchange or regulatory body to which either party is subject or submits; or,
- vii. as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree:

- i. that we may disclose to our offices, Affiliates, officers, employees and agents with a need to know any information we obtain about you; and,
- ii. that those offices, Affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our Commercial Online Banking Services. We will disclose information to third parties about your Account or your transactions where it is necessary for completing transactions or in order to verify the existence and condition of your Account, such as a credit bureau or merchant.

You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services. You acknowledge and agree that data processing related to Services covered by this Agreement and your associated Accounts may take place in countries other than those where you and your Accounts with us are located.

MARKETING

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in Service proposals if we obtain your prior oral approval for such use.

These confidentiality obligations continue after any Service you are using is terminated.

LIMITATION OF LIABILITY

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in conformity with general



GENERAL PROVISIONS (CONTINUED)

banking practices in providing a Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature, or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense, and whether foreseeable or not. In no event shall our liability exceed the fees you have paid for the Service at issue.

We will not be liable for any failure to act if we reasonably believed that our action would have violated any law, rule or regulation.

We will not be responsible for the acts or omissions of you or your officers, employees or agents, Affiliates or any other person with access to one of our Services on your premises or through your systems (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent. We may and will treat all instructions and information received by us pursuant to this Agreement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the pertinent Services.

ELECTRONIC FUNDS TRANSFER SERVICES LIMITATION OF LIABILITY

In addition to the Limitations of Liability set out above, our Electronic Funds Transfer Services are subject to the following limitations. These are in addition to and do not restrict the Limitation of Liability section set out above.

Notwithstanding anything to the contrary contained herein, for transactions which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulation, as applicable, except as otherwise stated in this Agreement.

For transactions not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages, resulting directly from our willful misconduct or our failure to exercise reasonable care, not exceeding the amount of the actual damage plus compensation equivalent to interest. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

TECHNOLOGY

You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your information, may involve:

- a. transmissions over various networks; and,
- b. changes to conform and adapt to technical requirements of connecting networks or devices.

All information transmitted and received through electronic means is subject to unauthorized interception, diversion, corruption, loss, access and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet or other electronic means and shall not be responsible for any use by you of such connection including violation of any law, rule, regulation or any violation of the intellectual property rights of another.

If you transmit a transaction to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

If you choose to use an electronic means to enter into transactions, initiate payment requests or other instructions or otherwise communicate with us, your use of such technology with respect to a Service will be subject to the terms and conditions of this Agreement and the Commercial Online Banking Terms and Conditions and will comply with the applicable Service Schedules. In addition, you agree to bear the risk that such technology may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such electronic communication, which appears to be from you but which is unauthorized, and that such reliance may result in a loss.

You are responsible for the protection and monitoring of you workstations, networks and wireless devices used to access Services. We are neither responsible nor required to provide notifications to you regarding proper security configurations.

You agree that login using security passwords is a commercially reasonable Security Procedure for verifying the source and validity of



GENERAL PROVISIONS (CONTINUED)

communications. You agree to take reasonable precautions to safeguard Login Information so that only System Administrators and/or Authorized Users shall have the ability to access the Services. You further agree that you shall comply with the requirement to install and keep active Trusteer Rapport and with such other Security Procedures as we reasonably require in order to protect our systems and your use thereof. You agree to promptly notify us any breach or other issues regarding Security Procedures.

For any Services that utilize the Internet, we do not and cannot control the flow of data to or from our network and other portions of the Internet. Such flow depends in large part on the performance of the Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events and in no event shall we be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or our ability to connect to the Internet on your behalf.

FACSIMILE SIGNATURES

Businesses use a variety of techniques to produce a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature. You are responsible for any withdrawal from your Deposit Account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. We may pay the withdrawal and debit your Account for it.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature. You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

THIRD-PARTY INFORMATION

If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your Subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Service.

PROTECTION FROM THIRD PARTIES

You will indemnify, hold harmless and defend us and our Affiliates, directors, officers, agents and employees from and against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning any Service. The obligations contained in the preceding sentence will survive and continue after a Service you are using is terminated, including after termination of a given Service Schedule. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Service to you, you represent and warrant to us that:

- a. Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation;
- b. The debiting of any Account as provided in this Agreement is not inconsistent with any restriction on the use of that Account;
- c. Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or any agreement by which you are bound or by which any of your assets are affected; and
- d. There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.
- e. Any representations and warranties made by you in this Agreement or in a Service Schedule were duly authorized and are true and accurate.

The provisions of this section shall survive termination of this Agreement.



GENERAL PROVISIONS (CONTINUED)

NOTE :

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY WITH REGARD TO THE SERVICES, DOCUMENTATION RELATED TO THE SERVICES, AND TECHNOLOGY PROVIDED TO YOU HEREUNDER, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, MERCHANTABILITY OR NON-INFRINGEMENT. THE BANK DOES NOT GUARANTEE THAT YOUR ACCESS TO THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE. YOU ACKNOWLEDGE THAT YOU MUST PROVIDE AND MAINTAIN SERVICE THROUGH AN INTERNET SERVICE PROVIDER TO USE CERTAIN SERVICES AND ARE SOLELY RESPONSIBLE FOR ALL FEES, COSTS AND CHARGES ASSOCIATED WITH SUCH SERVICE. NOTHING IN THIS AGREEMENT NOR ANY COURSE OF DEALING BETWEEN THE CUSTOMER AND THE BANK CONSTITUTES A COMMITMENT OR OBLIGATION OF THE BANK OR OBLIGATES THE BANK TO EXTEND ANY CREDIT TO YOU OR MAKE A LOAN TO YOU.

RESOLUTION OF DISPUTES

We try to resolve our Customers' Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

VENUE

Any dispute or controversy concerning your use of Services described in this Agreement must be brought in the United States District Court or the applicable state trial court sitting in the County you have agreed to in the Authorization Agreement for the Treasury Services executed herewith and having subject matter jurisdiction (except as you and we expressly agree otherwise in writing). **You hereby waive any right to a trial by jury in any action or proceeding and agree that such action or proceeding will be tried before a judge without a jury.**

GOVERNING LAW

Except as otherwise expressly provided in this Agreement for a particular Service, with respect to each Service, this Agreement is governed by and interpreted according to:

- i. U.S. federal law; and,
- ii. the law of the State agreed to in the Authorization Agreement for Treasury Services executed herewith, without reference to the principles of conflicts of law of the U.S. and of such state.

LEGAL COSTS

In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's Legal Expenses.

TERMINATION

Either you or we may terminate any or all Services upon 30 calendar days' prior written notice to the other party. Notwithstanding the foregoing sentence, we may terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

- i. You breach any of the terms and conditions in this Agreement or any other agreement with us, including without limitation failing to make payments when due;
- ii. You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- iii. You fail generally to pay your debts as they become due;
- iv. You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- v. You initiate any compromise with your creditors;
- vi. You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement; or
- vii. Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five points attributable to you occur to the guarantor.

If a Service you are using is terminated for any reason, or this Agreement is terminated for any reason, you will do the following:

- i. Immediately stop using any Licensed Materials relating to the terminated Service;
- ii. Erase or delete any Software and Licensed Materials we have provided relating to the terminated Service to the extent it is stored in your computers; and,
- iii. At our option, either return to us or destroy all Licensed Materials relating to the terminated Service and certify to us that you have done so.



GENERAL PROVISIONS (CONTINUED)

As provided herein, certain obligations in this Agreement will continue after a Service you are using has been terminated.

Termination of a Service you use does not affect your payment obligations for Services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Agreement. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you to us and outstanding will become immediately due and payable.

MISCELLANEOUS MATTERS

ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement between you and us regarding the Services we provide you anywhere in the world. It supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between you and us relating to any such Service, excluding the current Account Agreement, and may not be contradicted by extrinsic or parole evidence.

PRIORITY OF AGREEMENT

This Agreement will be controlling in the event of any conflict between it and any other document or written or oral statement (including but not limited to any Account Agreement and Service Schedule, except as applicable law requires otherwise), unless such other document specifically identifies this Agreement and states that such other document will be controlling in the event of conflict.

This Agreement will be controlling in the event of any conflict between it and any provision of the Uniform Commercial Code.

ASSIGNMENT

You may, with our prior written consent, assign any of your rights or duties described in this Agreement. This Agreement is binding upon each of you and our respective successors and permitted assigns.

NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any other person. No person or entity other than a party signing this Agreement shall have any rights or remedies under this Agreement.

NO FIDUCIARY RELATIONSHIP

Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

SEVERABILITY

In the event any provision of this Agreement, or the application of any such provision to any person or set of circumstances, is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law, and as if any such invalid, unlawful, void or unenforceable provision had never been contained herein.

NO WAIVER

A party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

FORCE MAJEURE

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown



GENERAL PROVISIONS (CONTINUED)

of any Supplier, or your act, omission, negligence or fault (Terrorism, hardware/software, Internet, Fax).

SOFTWARE LICENSE

GRANT OF LICENSE

This section applies to all Licensed Materials we provide to you. Additional terms may be provided in a separate license agreement for specific Software (including any "click-wrap" Software license).

We hereby grant and you accept a non-exclusive, non-transferable, limited use license for the Licensed Materials provided to you under this Agreement. Each license is granted solely for use in connection with one or more Services. You may use the Licensed Materials only at specified locations and in accordance with the applicable terms for Services provided under this Agreement. The Licensed Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors.

You will secure and maintain the Licensed Materials (including any permitted copies) in a manner consistent with industry practices and standards to protect our rights and those of our licensors. You will take reasonable steps to keep the Licensed Material confidential and restrict access to the officers and employees responsible for use or maintenance. You may not, directly or indirectly, reproduce the Licensed Materials without our prior written consent; provided that you may reproduce one copy for normal backup purposes. Permitted reproductions shall incorporate copyright notices and all other proprietary legends. We may audit your site to confirm compliance with this Software License section if we reasonably believe you are using unauthorized copies of Software.

You may not, directly or indirectly, alter, repair, modify or adapt any Software or other Licensed Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Licensed Materials or copies. You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Licensed Materials (including copies) to comply with your obligations to protect the Licensed Materials.

We shall not have any duty to update or otherwise enhance the Licensed Materials, however, any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Licensed Materials upon delivery to you. We will provide support only for the most current version of Licensed Materials we have provided to you.

You will, at your expense, cause computer equipment necessary to access and utilize the Licensed Materials to be installed and kept in good condition and working order at your site. The computer equipment and its components must meet compatibility standards as specified by us from time to time.

We may assist you with the installation of Software on your computer and with the training of persons who will use the Software, but we will not bear any responsibility for the proper installation and use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation and upon our having made such training available to you.

Upon prior written or authorized electronic notice, you may move the Software to another computer replacing the one on which the Software was originally installed or to another site, with such notice specifying the new computer and site. We will have reasonable access to Licensed Materials while at your site to provide assistance or to verify the status or location of Licensed Materials.

The license to Licensed Materials will terminate automatically if you breach a material term of the license or if the Services for which you are using the Licensed Materials are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Licensed Materials, we may seek any remedy provided by law or equity.

LIMITED WARRANTY/DISCLAIMERS

You acknowledge that the Licensed Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Licensed Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Licensed Materials or the Software's compatibility with any hardware. You acknowledge that the operation of the Software may not be uninterrupted or error-free.



SOFTWARE LICENSE (CONTINUED)

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 60 days after delivery to you provided that: (i) the Software is used by you in strict compliance with the terms of this License and the related Licensed Materials, (ii) the Software is not modified in any way by you and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software.

You agree that the return of the Licensed Materials and refund of any license fees is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Licensed Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the related Licensed Materials.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Licensed Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of the Licensed Materials.

INFRINGEMENT INDEMNITY

To the extent we provide third party hardware or software to you in connection with this Agreement, we will pass through to you any intellectual property indemnification provided to us by such third party hardware or software providers.

Our obligation to you in connection with this section is subject to:

- i. prompt notice from you of any such claim or action;
- ii. you not having made any admission of liability or agreed to any settlement or compromise;
- iii. your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request;
- iv. our, or our designee, having sole control of defending such claim or action; and
- v. your having used the current version of the Licensed Materials, as provided to you by us, in compliance with the terms of this Agreement

This section sets forth our only obligation to you with respect to any infringement claim in connection with your use of the third party hardware or software.

EXPORT CONTROLS

You understand and acknowledge that our obligations to provide the Software, technical assistance, any media in which any of the foregoing is contained, training and related technical data (collectively "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to the Data, Software and other Licensed Materials shipped to you and will otherwise comply with all applicable laws and regulations governing export and diversion of the Licensed Materials and technical data in effect from time to time.

GLOSSARY OF TERMS

The following are terms that appear in this Agreement.

Account	Any account that you have properly established and maintained with us that we mutually agree to include under the Agreement.
Account Agreement	The current signature card and the publication(s), as amended from time to time, we provide to you containing terms and conditions applicable to each deposit, savings or current Account for which you use a Service.
Affiliate	A company or other business organization or other entity related through common ownership, common control of management or owners, or through some other control mechanism to another business organization.



Authorized User	Any employee or individual set up and authorized by a System Administrator to access Services electronically.
Bank	BOKF, NA, its divisions, and its Affiliates that provide Services pursuant to the Agreement. Divisions include Bank of Albuquerque; Bank of Arizona; Bank of Arkansas; Bank of Kansas City; Bank of Oklahoma; Bank of Texas; and Colorado State Bank and Trust, and Affiliates include BOSC, Inc.
Business Day	Each day on which we are open for business related to that Service.
Commercial Online Banking	Any remote digital means of accessing the Services, including TreasurySource, BusinessSource, mobile banking, and NetConnect.
Customer	The organization specified in the Agreement obtaining Services.
Deposit Account	One or more demand deposit Accounts maintained by you with us and used in connection with the Services.
Deposit Agreement	The Account Agreement governing the terms of a Deposit Account.
Effective Entry Date	The date specified on the Entry by the Originator, in accordance with the NACHA Rules, on which the Originator intends the Entry to be settled (Originator is defined in the NACHA Rules).
Electronic Funds Transfer Services	ACH Services and wire transfer Services.
Entry or Entries	Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any pre-notification.
Exception Items	Any check drawn on an Account to be presented to Bank for payment (which has not been previously paid or reported to Customer by Bank) that is not among the checks set forth in the Issue Files submitted by Customer to Bank through previous Banking Day.
Exception Report	Report of data associated with all daily Exceptions that is provided by Bank to Customer.
Fedwire	The funds transfer system owned and operated by the Federal Reserve Banks of the United States of America, but excluding the system for making automated clearing house transfers.
Images	A digitized representation of any paper item used in the daily bank process.
Issue File	Data provided to Bank by Customer containing detailed information on checks Customer indicates will be issued on the Account by Customer. In the case of Self Authenticating Checks, each individual check will include the information that pertains to that check. In all other cases, this information will be in an electronic file that contains details for all checks issued.
Legal Expenses	Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation (including reasonable fees of accountants and experts) and any other fees and expenses incurred in enforcing any provision of this Agreement.
Licensed Materials	The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, Service Schedule and related documentation provided to you in association with the Services provided pursuant to this Agreement. With respect to Remote Corporate Capture, the Licensed Software, the Equipment Software, and the Product Documentation, as those terms are defined in the schedules attached to the Remote Corporate Capture Addendum.
Lockbox Address	The post office address we assign to you or we accept from you, in our sole discretion, for the Lockbox Service.



Login Information	Any data required to authenticate to, log into and use Services via Commercial Online Banking.
NACHA	National Automated Clearing House Association
NACHA Rules	The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time. A current copy of the NACHA Rules may be obtained from EPCOR, Attention Operations Officer, 3100 Broadway, Suite 609, Kansas City, Missouri, 64111, telephone (800) 500-0100.
OFAC	Office of Foreign Asset Control of the United States Government.
Originating Depository Financial Institution (ODFI)	The institution that receives payment instructions from Originators and forwards the Entries to the ACH Operator.
Originator	The entity that agrees to initiate ACH Entries into the payment system according to an arrangement with a Receiver.
Originator as applies to the ODFI	A person that has authorized an ODFI to transmit (1) a credit entry to the account of a Receiver with an RDFI, or, if the Receiver is also the RDFI, to such Receiver, or (2) a debit entry to the Receiver's transaction account or general ledger account with an RDFI, or, if the Receiver is also the RDFI, to such Receiver. Where the context so requires, as in the case of MTE entries, that term also.
Prenote	A pre-notification record delivered by the Company to the Bank and used to verify the accuracy of certain data prior to the posting of any preauthorized automated clearing house transactions. The use of pre-notifications by an Originator is optional for all Standard Entry Class Codes. If an Originator chooses to transmit pre-notification entries, however, it may not initiate live dollar entries until at least six (6) banking days following the settlement date of the pre-notification entry.
RCK	A "Re-Presented Check Entry" as defined in the NACHA Rules.
Receiver	A natural person or an organization which has authorized an Originator to initiate an ACH entry to the Receiver's account with the RDFI. A receiver may be either a company or a consumer depending on the type of transaction.
Receiving Depository Financial Institution (RDFI)	The Receiving Depository Financial Institution is the depository financial institution that receives ACH Entries from the ACH Operator and posts the Entries to the accounts of its depositors (Receivers).
Recipient	Any person or entity which has authorized the Company to originate electronic debit or credit entries to be posted to its account at a depository financial institution.
Request	A request by means permitted under the relevant Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.
Response Report	Data generated by Customer and communicated to Bank using Commercial Online Banking detailing whether Exception Items should be paid or returned.
Reversal/Deletion Request	A request for a Reversal or a request to delete a previously delivered Entry.
Security Procedure	The security protocol described in an applicable Service Schedule or during the Setup Process for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests or Check Issuance Requests. Security Procedure also means the procedure for verifying the authenticity of electronic transactions as described in the Commercial Online Banking Service Schedule.
Self-Authenticating Check	A check on which the Customer prints an encrypted barcode that contains information that would



	normally be contained in an electronic file. Customer will use software provided by the Bank to print this barcode on their checks instead of creating and transmitting an electronic file containing details of checks issued.
Service	A treasury management service provided by us and that is described in this Agreement. Any Service selected by you on the Treasury Services Product Selection Form (either at the time of entry into this Agreement or at a later date) will be provided by us to you pursuant to the terms of this Agreement.
Service Schedule	Any written information we provide to you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service including any Setup Process form.
Settlement Account	A demand deposit account at the Bank designated by the Customer as the account to be used for, and in conjunction with, Customer's automated clearing house transactions.
Setup Process	The process of exchanging information necessary to develop the parameters of a particular Service to be initiated.
Software	The programs and data files provided by us for use on a computer in connection with one or more particular Services.
Standard Entry Class Code	Designates the type of ACH entry that is being originated.
Supplier	Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier Service.
SWIFT	The international electronic message-transfer Service known as the Society for Worldwide Interbank Financial Telecommunication.
System Administrator	Any person employed by you, a duly authorized contractor and/or an agent of yours that you identify as an individual to whom we should provide Login Information to create new Authorized Users.
Target Balance	An amount to be mutually agreed to by the Customer and the Bank.
Transmission	Captured check Images and check data, including the magnetic ink character recognition (MICR) formatting information, sent through electronic transmission.
UCC 4A	Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.
Viewer Software	The executable program(s), associated data files and documentation used to retrieve and view Images.

Funds Transfer Services Schedule



CUSTOMER: _____

This Funds Transfer Schedule agreed to on the _____ day of _____, 20____ forms a part of the Master Treasury Services Agreement (the "Agreement") executed by and between **BOKF, NA** and _____ on the _____ day of _____, 20____.

This Schedule applies to funds transfers initiated by telephone or in writing, and only specific provisions herein apply to funds transfers effected through *Commercial Online Banking*. In the event of a conflict between this Schedule and the Master Treasury Agreement, this Schedule will govern. In the event of a conflict between this Schedule and the Depository Agreement, this Schedule will govern.

TIME OF RECEIPT OF PAYMENT ORDERS

Domestic Payment Orders must be received by the Bank not later than 4:00 p.m. (C.T. in Tulsa, Oklahoma) on a Funds-Transfer Business Day in order for the Payment Order to be accepted on that day. Payment Orders other than Domestic Payment Orders must be received by the Bank not later than 3:00 p.m. (C.T. in Tulsa, Oklahoma) on a Funds-Transfer Business Day in order for the Payment Order to be accepted on that day. If a Payment Order is not received by that hour, the Bank may treat the Payment Order as received at the opening of the next Funds-Transfer Business Day.

REJECTION OF PAYMENT ORDERS

The Bank will notify the Customer if a Payment Order is not accepted or if the relevant Funds Transfer was not completed. The Bank will return to the Customer any funds used to pay for any Outgoing Payment Order not accepted or completed. In the event the funds sent for the Payment Order are in a foreign currency, the Dollar Amount to be returned to the Customer will be based on the exchange rate in effect at the time the Bank returns the funds.

STANDARD SECURITY PROCEDURES

A. Non-Repetitive Payment Order and Instructions for Repetitive Payment Order

Any (i) Payment Order, over \$100,000.00, which is not a Repetitive Payment Order, or (ii) cancellation of a Payment Order, over \$100,000.00, which is not a Repetitive Payment Order, or (iii) Instructions for Repetitive Payment Order, over \$100,000.00, will be verified as an authentic Payment Order, cancellation, or Instruction of the Customer by the Bank's use of the following Security Procedure:

a. By Telephone

A person initiating a Payment Order by telephone shall call the Bank at one of the following telephone number(s):
(800) 234-6023 (405) 272-2533 (918) 619-1111

That person should represent herself or himself as an Authorized Initiator by supplying the name of an Authorized Initiator. The Bank will then:

1. Obtain from such person the relevant Code and Payment Order Data;
2. Place a telephone call to an Authorized Confirmer at the telephone number designated for such person (if Payment Order is \$100,000.00 or greater);
3. Request to speak to such Authorized Confirmer; and
4. Obtain that Authorized Confirmer's Code from the person purporting to be the relevant Authorized Confirmer and confirm the Payment Order Data by obtaining from that person the Payment Order Data.

Instructions for Repetitive Payment Order may not be established by telephone.

b. In Writing

A person giving the Bank (i) a written Payment Order, (ii) written cancellation of a Payment Order, or (iii) Instructions for Repetitive Payment Order shall deliver such Payment Order, cancellation, or Instructions to the Bank at the location(s) specified by the Bank from time to time and represent herself or himself as an Authorized Initiator by supplying the name and signature of an Authorized Initiator on the Payment Data Form. The Bank will then:

1. Obtain from the Payment Data Form the relevant Code and Payment Order Data;
2. Place a telephone call to an Authorized Confirmer at the telephone number designated for such person (if Payment Order is \$100,000.00 or greater);
3. Request to speak to such Authorized Confirmer; and
4. Obtain that Authorized Confirmer's Code from the person purporting to be the relevant Authorized Confirmer and confirm the Payment Order Data by obtaining from that person the Payment Order Data.

Funds Transfer Services Schedule



- c. **Transaction I.D.**
Upon receipt by the Bank of an Instruction for Repetitive Payment Order, a unique Transaction I.D. shall be established to identify the fixed terms and conditions of such Repetitive Payment Order.
- d. **Commercial Online Banking**
A Payment Order delivered to the Bank via the **Commercial Online Banking** Wire Transfer Module (available to **Commercial Online Banking** clients only) which is not a Repetitive Payment Order or Instructions for Repetitive Payment Order will be verified as an authentic Payment Order of the Customer by the use of the procedures specified in the **Commercial Online Banking** User Guide and will be subject to the **Commercial Online Banking** On-Line Terms and Conditions.
- B. **Repetitive Payment Order**
- a. **Telephonic**
The Bank will verify the authenticity of each Repetitive Payment Order, in the amount of \$3,000,000.00 or more, given to the Bank by telephone, at the telephone number specified above, and each cancellation relating thereto, by obtaining the Transaction I.D. from a person representing herself or himself as a Designated Person by supplying the name of a Designated Person.
- b. **Commercial Online Banking**
The authenticity of each Repetitive Payment Order transmitted to the Bank via the **Commercial Online Banking** Wire Transfer Module (available to **Commercial Online Banking** clients only) will be verified as an authentic Repetitive Payment Order of the Customer by the use of the procedures specified in the **Commercial Online Banking** User Guide and will be subject to the **Commercial Online Banking** On-Line Terms and Conditions.

Select one of the following Security Procedure options:

- Customer Accepts Standard Security Call back Procedures** requiring a call back to a different confirmer for wire transfer requests between \$100,000 and \$2,999,999.99. No Confirmation is required for wire transfer request between \$.01 and \$99,999.99.
- Alternate Security Procedure #1:** Customer agrees to waive standard call back procedures (as detailed above). Customer agrees to allow the initiator of the wire transfer request to also confirm the transaction information with a second BOKF Wire Transfer Clerk.
- Alternate Security Procedure #2:** Customer requests a different initiator and confirmer be required regardless of amount of the wire transfer request.

Any Security Procedures specific to Funds Transfer Services agreed to prior to the date hereof are revoked and superseded by this Schedule.

Acknowledged and Agreed to on the following date: _____

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abelick@bokf.com and CC: Rosalyn Ramsey at r Ramsey@bokf.com

Funds Transfer Services Schedule



DEFINED TERMS

Code	The PIN Number assigned by the Bank to each Authorized Initiator and Authorized Confirmer for Funds Transfer.
Dollar Limit	Dollar Limits selected by the Customer which are expressed in United States dollar amounts and limit the amount of any individual Payment Order. A different Dollar Limit, or the same Dollar Limit, may be used for each Authorized Initiator and Authorized Confirmer. Dollar Limits are for the protection of the Customer and may or may not be used, at the Customer's option. If Dollar Limits are not used, the Dollar Amount of any Payment Order is unlimited. Whether or not Dollar Limits are used, the aggregate Dollar Amount of Payment Orders an Authorized Initiator can issue or an Authorized Confirmer can confirm on any one day or during any period is not limited.
Domestic Payment Order	A Payment Order for which the beneficiary's bank is located within the United States of America and the Outgoing Payment Order is to be paid in U.S. dollars.
Instructions Payment Order	Written Payment Order request to set up a Repetitive Payment Order instruction by an individual authorized by the Customer in <i>Exhibit A</i>
Outgoing Payment Order	A Payment Order given in the name of the Customer as sender.
Payment Order Initiation	To submit a Payment Order in person at a Bank location, via telephone, via transmission or Online Banking by an Authorized Initiator as designated by the Customer in <i>Exhibit A</i> .
Repetitive Payment Order	An Outgoing Payment Order sent on a repetitive basis to a particular financial institution or account for the benefit of a specified beneficiary pursuant to a template established by Instructions for Repetitive Payment Order. The amount and timing of a Repetitive Payment Order may be varied by the Customer.
Transaction I.D.	The unique alphanumeric string assigned by the Customer to each Repetitive Payment Order to identify it and distinguish it from other Payment Orders.

DESIGNATIONS

Authorized Accounts for Domestic Payment Orders	Accounts from which the Bank is authorized to debit funds under this Schedule for Funds Transfers specified on the Payment Data Form. Authorized Accounts are specified in <i>Exhibit A</i> ; or if no account is specified, any account of Customer is an "Authorized Account."
Authorized Persons	Persons specified in <i>Exhibit A</i> as authorized by the Customer to act for or on behalf of the Customer under this Schedule with respect to the execution, modification, amendment or termination of the Funds Transfer Services Schedule and associated Security Procedures.
Authorized Initiators	Persons specified in <i>Exhibit A</i> as authorized by the Customer to give Outgoing Payment Orders (by telephone or in writing) and to give Instructions for Repetitive Payment Orders (in writing). Each person designated in a Security Procedure and each person designated in any amendment to, or modification of, a Security Procedure as an "Authorized Initiator" is referred to as an Authorized Initiator. Authorized Initiators for Commercial Online Banking Repetitive Payment Orders are established pursuant to the Commercial Online Banking procedures, and are subject to the Commercial Online Banking On-Line Terms and Conditions.
Authorized Confirmer	Persons specified in <i>Exhibit A</i> authorized by the Customer to be called by the Bank to confirm Non-Repetitive Payment Orders. Each person designated in a Security Procedure and each person designated in any amendment to, or modification of, a Security Procedure as an "Authorized Confirmer" is an "Authorized Confirmer."
Designated Persons	Persons specified in <i>Exhibit A</i> as authorized by the Customer to give a Repetitive Payment Order (by telephone or in writing). Each person designated in a Security Procedure and each person designated in any amendment to or modification of a Security Procedure as a Designated Person is a Designated Person. Designated Persons for Commercial Online Banking Repetitive Payment Orders are established pursuant to the Commercial Online Banking procedures, and are subject to the Commercial Online Banking On-Line Terms and Conditions.

Funds Transfer Services Schedule Exhibit A – Authorization of Accounts and Individuals



This Exhibit A forms a part of the Funds Transfer Service Schedule executed by and between **BOKF, NA** AND _____ on the _____ day of _____, 20_____.

This Exhibit A applies to funds transfers initiated by telephone or in writing, and only specific provisions herein apply to funds transfers effected through *Commercial Online Banking*. In the event of a conflict between this Exhibit A and the Master Treasury Agreement, this Exhibit A will govern. In the event of a conflict between this Exhibit A and the Depository Agreement, this Exhibit A will govern.

ACCOUNTS TO BE LISTED ON THE FUNDS TRANSFER SERVICES SCHEDULE:

Account No _____	Account No _____	Account No _____
Account No _____	Account No _____	Account No _____
Account No _____	Account No _____	Account No _____
Account No _____	Account No _____	Account No _____
Account No _____	Account No _____	Account No _____

PERSONS TO BE LISTED AS AUTHORIZED INDIVIDUALS ON THE FUNDS TRANSFER SERVICE SCHEDULE

Name _____	Signature _____	<input type="checkbox"/> Initiate Limit	\$ _____	<input type="checkbox"/> Confirm Limit	\$ _____
Phone _____		<input type="checkbox"/> Initiate Repetitive Limit	\$ _____		
<hr/>					
Name _____	Signature _____	<input type="checkbox"/> Initiate Limit	\$ _____	<input type="checkbox"/> Confirm Limit	\$ _____
Phone _____		<input type="checkbox"/> Initiate Repetitive Limit	\$ _____		
<hr/>					
Name _____	Signature _____	<input type="checkbox"/> Initiate Limit	\$ _____	<input type="checkbox"/> Confirm Limit	\$ _____
Phone _____		<input type="checkbox"/> Initiate Repetitive Limit	\$ _____		
<hr/>					
Name _____	Signature _____	<input type="checkbox"/> Initiate Limit	\$ _____	<input type="checkbox"/> Confirm Limit	\$ _____
Phone _____		<input type="checkbox"/> Initiate Repetitive Limit	\$ _____		

Confirmation limits do not apply to transfers initiated via Commercial Online Banking.

It is understood and agreed to that the modifications to the Account(s) identified in this Exhibit A do not alter any other terms and conditions either party has under the Funds Transfer Services Schedule. In all other respects, Bank and Customer affirm the terms and conditions of the Funds Transfer Services Schedule.

Bank and Customer acknowledge that updates may be executed during the term of the Funds Transfer Services Schedule.

Signature

Name (Printed): _____
Title (Printed): _____
Date: _____

Form Distribution –

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abelick@bokf.com and CC: Rosalyn Ramsey at rramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services – Notification Method Form



DATE: _____

CUSTOMER: _____

Account Number(s): _____

Please choose only ONE of the Notification Options below and fill out the related section below:

INCOMING:

- None
- Email (no fee – limit 5)
- Phone (fee will be charged - limit 1)
- Fax (no fee - limit 1)
- Mailed (fee will be charged- address on account only)

OUTGOING:

- None
- Email (no fee – limit 5)
- Phone (fee will be charged - limit 1)
- Fax (no fee - limit 1)
- Mailed (fee will be charge – address on account only)

Email:

CONTACT NAME	EMAIL ADDRESS	WIRE TYPE	
1. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*
2. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*
3. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*
4. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*
5. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*

Phone:

CONTACT NAME	PHONE NUMBER	WIRE TYPE	
1. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*

Fax:

CONTACT NAME	FAX NUMBER	WIRE TYPE	
1. _____	_____	<input type="checkbox"/> USD	<input type="checkbox"/> FX*

*Please only choose the FX box if you are currently utilizing the FX wire option. (International Wires to non-US Banks in currency other than US Dollars)

Form Distribution –

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY:

**IF USD is chosen on email option forward to Ann Bielick (abelick@bokf.com) and copy Rosalyn Ramsey (ramsey@bokf.com) in the Domestic Wire Transfer Department.

**IF FX is chosen on email option, you must also forward to the International Department (intloperations@bokf.com) for setup.

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services Schedule



PAYMENT ORDER DATA

The Customer and the Bank agree that each Payment Order shall contain the following information:

1. Number of the Authorized Account from which the Payment Order is to be paid;
2. Name and address of the Customer;
3. Name and Code of the Authorized Initiator;
4. Type and amount of currency which the beneficiary of the Payment Order is to be paid;
5. Execution date of the Payment Order;
6. Payment Date of the Payment Order;
7. Name and address of the beneficiary of the Payment Order;
8. Identifying number of the beneficiary's Bank;
9. Name of the beneficiary's Bank;
10. Beneficiary's account number at the beneficiary's Bank.

Funds Transfer Services Schedule Exhibit B – Drawdown Transfer Authorization



AUTHORIZATION OF ANOTHER FINANCIAL INSTITUTION TO DRAWDOWN AGAINST BOKF, NA.

CUSTOMER NAME: _____
ACCOUNT NUMBER: _____

CUSTOMER has authorized:

Beneficiary Name: _____ Receiving Bank Name: _____
Beneficiary Address: _____ Receiving Bank: _____
Beneficiary Account Number: _____ ABA/Routing Number: _____

TRANSFERS

Representative may issue payment orders in the name of CUSTOMER against the accounts of CUSTOMER at BANK subject to BANK's acceptance. Payment orders issued on behalf of CUSTOMER pursuant to this Authorization may be issued by Fedwire Request for Credit Transfer (1031) or otherwise, on the days and times and in the formats prescribed by BANK.

SECURITY PROCEDURES

Payment orders issued pursuant to this Authorization and communications seeking to amend or cancel payment orders shall be subject to verification by BANK in accordance with a security procedure acceptable to BANK and Representative.

DEBITING OF CUSTOMER'S ACCOUNT

BANK shall debit CUSTOMER's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by BANK.

MISCELLANEOUS

This Agreement may not be waived or changed orally. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Acknowledged and Agreed to on the following date: _____

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

Form Distribution:

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abelick@bokf.com and CC: Rosalyn Ramsey at r Ramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Exhibit C - Sweep Wire



BANK INFORMATION:

IC: _____ Ext: _____ CCSP: _____ Today's Date: _____
 TMO: _____ Ext: _____ AO: _____ Ext: _____

CUSTOMER INFORMATION:

Request Type: **Select One**
 Customer Name (should match Debit Account #): _____
 Debit Account # _____ Debit Account Name: _____

SWEEP

ABA-Receiving Bank: _____ **Name-Receiving Bank:** _____
 City/ST-Receiving Bank: _____ **Beneficiary Acct #:** _____
 Beneficiary Name: _____ **Beneficiary City/ST:** _____
 Beneficiary Address: _____
 Additional Information: _____

NOTE: If debiting a General Ledger or Internal DDA (Trust, Investments, Mortgage, etc.), on behalf of a BOKF client, the following Red Asterisk (*) items are MANDATORY:

***By Order of Account #:** _____ ***By Order of Account Name:** _____
***By Order of Account Address:** _____

DDA Target Amount: \$ _____ Minimum Wire Amount: \$ _____
 Alternative Wire Balance Option**: Select One Wire Increment Amount: \$ _____
 Frequency: Select One Specify if Other: _____
 Start Date: _____

If scheduled date falls on a Bank Holiday or a Weekend, send wire: Select One

Department Requesting Setup: _____
 Contact to Initiate Setup: _____ Phone # + Extension: _____
 Contact to Confirm Setup: _____ Phone # + Extension: _____

Funds Transfers shall be governed by, the Master Treasury Agreement, the Bank's Depository Agreement, and, as applicable, by the Funds Transfer Addendum as may be in effect from time to time. With Respect to such Funds Transfers, Customer further agrees that:

- 1) A Payment Order delivered to the: BOKF, NA via this agreement will be:
 - a) Verified as an authentic Payment Order of the Customer by means of a Security Procedure (as described in the Master Treasury Agreement) or is otherwise authorized in a manner satisfactory to the Bank, in its sole discretion;
 - b) The Bank elects, in its sole discretion, to execute and does execute;
 - c) Customer agrees that all such procedures and protocols shall constitute "Security Procedures" for purposes of the Master Treasury Agreement and Funds Transfer Amendment.

Acknowledged and Agreed to on the following date: _____

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

Form Distribution:

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abielick@bokf.com and CC: Rosalyn Ramsey at r Ramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services Schedule Exhibit D – Scheduled Wire



BANK INFORMATION:

IC: _____ Ext: _____ Today's Date: _____
 TMO: _____ Ext: _____ CCSP: _____ Ext: _____
 Ext: _____ AO: _____ Ext: _____

CUSTOMER INFORMATION:

Request Type: **Select One**
 Customer Name (should match Debit Account #): _____
 Debit Account # _____ Debit Account Name: _____

SCHEDULED WIRE:

ABA-Receiving Bank: _____ Name-Receiving Bank: _____
 City/ST-Receiving Bank: _____ Beneficiary Acct #: _____
 Beneficiary Name: _____ Beneficiary City/ST: _____
 Beneficiary Address: _____
 Additional Information: _____

NOTE: If debiting a General Ledger or Internal DDA (Trust, Investments, Mortgage, etc.), on behalf of a BOKF client, the following items RED Asterisk * items are MANDATORY :

***By Order of Account #:** _____ **By Order of Account Name:** _____

***By Order of Account Address:** _____
 Wire Amount: \$ _____ Frequency: Select One Start Date: _____

If scheduled date falls on a Bank Holiday or a Weekend, send wire: Select One

Department Requesting Setup: _____

Contact to Initiate Setup: _____ Phone # + Extension: _____

Contact to Confirm Setup: _____ Phone # + Extension: _____

Funds Transfers shall be governed by, the Master Treasury Agreement, the Bank's Depository Agreement, and, as applicable, by the Funds Transfer Addendum as may be in effect from time to time. With Respect to such Funds Transfers, Customer further agrees that:

- 1) A Payment Order delivered to the: BOKF, NA via this agreement will be:
 - a) Verified as an authentic Payment Order of the Customer by means of a Security Procedure (as described in the Master Treasury Agreement and Funds Transfer Addendum) or is otherwise authorized in a manner satisfactory to the Bank, in its sole discretion;
 - b) The Bank elects, in its sole discretion, to execute and does execute;
 - c) Customer agrees that all such procedures and protocols shall constitute "Security Procedures" for purposes of the Master Treasury Agreement and Funds Transfer Addendum.

Acknowledged and Agreed to on the following date:

(CUSTOMER)

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

For Treasury Services Use:

Transaction Limit: \$ _____ Daily Limit: \$ _____ Reviewed By: _____ Date: _____

Form Distribution –

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abielick@bokf.com and CC: Rosalyn Ramsey at rramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services Schedule Exhibit E – Repetitive Line Wires



Line Wires are Repetitive Wire Transfer orders assigned an individual Line Code allowing the initiator to give the Line Code and the Dollar amount instead of repeating all the transfer information each time the wire is initiated.

Persons authorized to initiate Repetitive Wire Transfer (non-**TreasurySource**) should be listed on Exhibit A to the Funds Transfer Services Schedule. FTA Addendum. Confirmers for Repetitive Wire Transfers (over \$3MM) (non-**TreasurySource**) should be listed on Exhibit A to the Funds Transfer Services Schedule.

Receiving Bank:

Receiving Bank ABA:

Receiving Bank City / State:

Originator (Debit) Account Number:

Originator (Debit) Account Name:

Beneficiary (Credit) Account Number:

Beneficiary (Credit) Account Name:

Beneficiary (Credit) Address:

Additional Information:

Additional Repetitive Wires listed on next page

Acknowledged and Agreed to on the following date: _____

(Customer)

By: _____
Signature

Name (Printed): _____

Title (Printed): _____

For BOKF Internal Department use only:

If debiting a GL or Internal DDA (i.e. Trust, Investments, Mortgage, etc.) on behalf of a BOKF customer, the following Red Asterisk (*) items are mandatory):

***By Order Of Account Number:**

***By Order Of Account Name:**

***By Order Of Account Address:**

Department Requesting Setup:

Bank Representative to Initiate Setup:

Bank Representative to Confirm Setup:

Phone Number:

Phone Number:

Form Distribution:

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abelick@bokf.com and CC: Rosalyn Ramsey at r Ramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services Schedule Exhibit E – Repetitive Line Wires



(MULTIPLE WIRES)

Receiving Bank:

Receiving Bank ABA:

Receiving Bank City / State:

Originator (Debit) Account Number:

Originator (Debit) Account Name:

Beneficiary (Credit) Account Number:

Beneficiary (Credit) Account Name:

Beneficiary (Credit) Address:

Additional Information: Initial _____

Receiving Bank:

Receiving Bank ABA:

Receiving Bank City / State:

Originator (Debit) Account Number:

Originator (Debit) Account Name:

Beneficiary (Credit) Account Number:

Beneficiary (Credit) Account Name:

Beneficiary (Credit) Address:

Additional Information: Initial _____

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

Funds Transfer Services Schedule Exhibit Ai – Maintenance of the Authorization of Accounts and Individuals



This Exhibit Ai forms a part of the Funds Transfer Service Schedule executed by and between **BOKF, NA** AND _____ on the _____ day of _____, 20_____.

This Exhibit Ai applies to funds transfers initiated by telephone or in writing, and only specific provisions herein apply to funds transfers effected through *Commercial Online Banking*. In the event of a conflict between this Exhibit Ai and the Master Treasury Agreement, this Exhibit Ai will govern. In the event of a conflict between this Exhibit Ai and the Depository Agreement, this Exhibit Ai will govern.

ACCOUNTS TO BE **“ADDED”** TO THE EXISTING FUNDS TRANSFER SERVICES SCHEDULE:

ACCOUNTS TO BE **“DELETED”** FROM THE EXISTING FUNDS TRANSFER SERVICES SCHEDULE:

Account No _____
Account No _____
Account No _____

Account No _____
Account No _____
Account No _____

PERSONS TO BE **“ADDED/CHANGED”** AS AUTHORIZED INDIVIDUALS TO THE EXISTING FUNDS TRANSFER SERVICE SCHEDULE

Name _____ Signature _____ Initiate Limit \$ _____ Confirm Limit \$ _____
Phone _____ Initiate Repetitive Limit \$ _____ ADD CHANGE

Name _____ Signature _____ Initiate Limit \$ _____ Confirm Limit \$ _____
Phone _____ Initiate Repetitive Limit \$ _____ ADD CHANGE

PERSONS TO BE **“DELETED”** AS AUTHORIZED INDIVIDUALS TO THE EXISTING FUNDS TRANSFER SERVICE SCHEDULE

Name: _____ Name: _____ Name: _____

Confirmation limits do not apply to transfers initiated via Commercial Online Banking.

It is understood and agreed to that the modifications to the Account(s) identified in this Exhibit Ai do not alter any other terms and conditions either party has under the Funds Transfer Services Schedule. In all other respects, Bank and Customer affirm the terms and conditions of the Funds Transfer Services Schedule.

Bank and Customer acknowledge that multiple versions of Exhibit Ai may be executed during the term of the Funds Transfer Services Schedule.

Signature

Name (Printed): _____
Title (Printed): _____
Date: _____

Form Distribution –

CLIENTS: Please return the completed documents to your Implementation Specialist or Commercial Client Service Representative

INTERNAL USE ONLY: Email completed form to Ann Bielick at abelick@bokf.com and CC: Rosalyn Ramsey at rramsey@bokf.com

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

International Wire Payment Order



BOKF, NA

INTERNATIONAL PAYMENT ORDER – (Please Type)

Currency Code/Amount: _____ Date: _____

Sender's Name: _____
 Address (required): _____
 City, State: _____ Zip: _____

Pay to (Person/Company Name): _____
 Address: _____
 City, State: _____ Zip: _____
 Credit Account No.: _____

Please provide complete beneficiary address information, as many countries will not allow incoming international wires without a complete beneficiary address.

In order to expedite payment, please provide as much beneficiary bank information (i.e. SWIFT code, Sort Code, Branch Name or #) as possible. Always include the city and country name of the beneficiary bank.

Foreign Bank: _____ Branch: _____
 Address (required): _____ Country: _____
 City, State: _____ Zip: _____
 Bank Codes, SWIFT or Routing Number (if available): _____
 Intermediary Bank (if any): _____
 Payment Message (if any): _____
 Accounts to be Debited: _____ Account Name: _____

Please fax wire requests to 918.588.6026. Please call 918.588.6450 with questions.

We cannot guarantee efficiency of banks in destination country. Recalls, for any reason, will be refunded upon return of funds from foreign bank, less any foreign bank charges, at current exchange rates. Receipt of full amount of transfer is not guaranteed to beneficiary, as correspondent or receiving bank charges may be deducted from original wire amount.

I have read the conditions on the 2nd page and above, to which this payment order is subject. I further understand that transfers expressed in U. S. Dollars are paid to the beneficiary in the local currency of the destination country, unless the beneficiary has made other arrangements, and we have been notified of such arrangements.

Contact Name: _____ Phone: _____
 (Required)

Authorized Signature: _____

2nd Call Back Name: _____ Phone: _____
 (if required) (Required)

Exchange Rate: _____ US\$ Equivalent: _____ Charge: _____ Total: _____

Attachment: BOK Request for Proposal 03 23 16 (2338 : request for proposals for banking services)

International Wire Payment Order



ADDITIONAL TERMS AND CONDITIONS

It is agreed that, subject to the terms of any other written agreement between the sender ("Customer") and originating bank (the "Bank"), this payment order shall be subject to the terms of Article 4A of the UCC, as enacted in Oklahoma, and to the following terms and conditions:

In effectuating this payment order the Bank or its correspondents may use correspondents or other agencies but shall not be liable for their improper acts or omissions to act. No liability shall attach to the Bank or its correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls of restrictions rightfully or wrongfully exercised by any de facto or de jure government or governmental agency, or in consequence of any delays, mistakes, interruptions, omissions, mutilations, errors, defaults, loss or destruction of any kind in connection with the transmission of messages by cable, telegraph, or wire, or in or through the mails or any other carrier or agency, or in consequence of any other acts or causes beyond the control of the Bank or its correspondents or agencies, all such risks being expressly assumed by the customer.

In the event of its failure to exercise ordinary care, the Bank will be liable only for direct damages. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages and practices not disapproved by the Oklahoma Uniform Commercial Code or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect, or consequential damages, even if the Bank has been advised by the customer of the possibility of such damages. Unless the customer notifies the Bank in writing within 15 calendar days after the date on which the Bank notified the customer of the execution of a payment order that such payment order was not authorized or, if authorized, was not executed in accordance with the terms thereof, the Bank shall not be liable for the execution of such payment order.

The Bank or its correspondents shall not be liable on or in connection with any payment order unless the beneficiary of a payment order shall make demand for payment within a reasonable time after the issuance thereof. The Bank or its correspondents shall not be responsible for the failure of the beneficiary or its paying correspondents to identify the persons entitled to the payment of such payment order.

A transfer expressed to be payable in a foreign country in U.S. Dollars shall, unless specifically otherwise agreed in writing in the particular instance, be payable in the currency of that country at the issuing, drawee, or paying correspondent bank's exchange rate for such items at the time of execution or demand.

Except as otherwise required by applicable law or regulation, under no circumstances shall there be any obligation or liability on the Bank or its correspondents to make refund or pay damages in connection with this payment order: (1) until after receipt by it of confirmation satisfactory to it that payment on account of this payment order has been effectively stopped and until any checks or drafts issued by it in such case (with duplicates, if issued) are returned to it, duly endorsed, and (2) until it obtains from its correspondents, agents or sub-agents the corresponding refund or right to disposal of any funds allocated to this payment order. In no event shall any such refund or payment of damages by it exceed the market value in Tulsa at the time of such refund or payment of the corresponding refund or right of disposal of funds as provided in (2), or, if no funds were allocated to this payment order, then the market value in Tulsa at the time of such refund or payment of the amount of foreign currency involved in this payment order, less in either case any charges and expenses of the Bank and its correspondents, agents and sub-agents.

The obligation of the Bank to execute this payment order is expressly conditioned on its receipt of final funds for the full amount of the payment order. No payment order shall be deemed accepted until it is executed, as those terms are defined in Article 4A of the UCC as enacted in Oklahoma.

Any instructions with respect to this payment order must be in writing, presented at the time of the payment order is delivered to the Bank, and executed by the Bank to be enforceable against it. No amendments, modifications or orders of cancellation are permitted once this payment order is delivered to the Bank.

No officer, agent or employee of the Bank has authority to modify these Additional Terms and Conditions or this



PROPOSAL FOR BANKING AND INVESTMENT SERVICES

Presented to

City of Nichols Hills



March 23, 2016





Proposal Content

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Section 2	Relationship Team Who We Are Officer Biographies
Section 3	Proposed Pricing and Recommendations Attachment I – Proposed Fee Schedule Account Analysis Pro Forma Recommendations and Relationship Reviews
Section 4	Additional Information and Document Samples Treasury Services Terms and Conditions Authorization and Agreement for Treasury Services Treasury Services Authorization Schedules Deposit Agreement and Night Drop Addendum Executed Tri-Party Public Deposit Pledge and Custody Agreement 2015 Annual Report with Branch Listing

Section 1

REQUIRED BANKING SERVICES

This list indicates all bank services to be provided by the bank under this agreement. Attachment I lists each of these services. The bank should use this attachment to provide the specific price for each service.

1. An account executive must be assigned to the City to assist and expedite the solution of potential problems.

The relationship team for the City will be Tim Cook as the account executive/relationship manager, Brad Traynor as the Treasury Services Relationship Manager, Shelia Barfield as the Portfolio Manager supporting Tim and Brad and Lisa Williams as a high point contact within our deposit operations group. Please see Section 2 for contact information and biographies. In addition to the core relationship team, the following bank associates will help support the City in their respective areas.

Positive Pay: Brad Boldman: bboldman@ffb.com 801-8280

Online Banking: Brad Boldman: bboldman@ffb.com 801-8280

eStatements: Brad Boldman: bboldman@ffb.com 801-8280

ACH Origination: Laura Wilkerson: lwilkerson@ffb.com 801-8298 and Becky Squire bsquire@ffb.com 801-8297

Wire Origination: Laura Wilkerson lwilkerson@ffb.com 801-8298 and Becky Squire bsquire@ffb.com 801-8297

Remote Deposit: Lisa Williams lwilliams@ffb.com 801-8259

Main/Closest Banking Center at NW 63rd and NW Grand: Shelby Belcher, Branch Manager sbelcher@ffb.com 801-8380

Monthly Investment RFPs: Scott McLaws smclaws@ffb.com 801-8787, Marian Dengler mdengler@ffb.com 801-8295 and Tammy Millington tmillington@ffb.com 801-8081

Deposit Account Collateral: Scott McLaws smclaws@ffb.com 801-8787 and Marian Dengler mdengler@ffb.com

Natalie Heskett is a new member to the treasury team, as First Fidelity's new Treasury/Operational Support Representative. As she becomes more familiar with the different services, she will be a central contact point for all the above, except the monthly RFPs and banking center contact. Her contact information is nheskett@ffb.com 801-8281

2. Depository accounts to maintain regular daily activities. Currently, the city maintains eleven such accounts. This number may vary.

Depository accounts will be provided per the City's direction based on evaluation of best account options and structure.

3. City requires that a night depository be available after 5 PM

The City's Main Bank is located on the Southeast corner of NW 63rd and NW Grand. The branch lobby is open M-F from 9:00 AM until 7:00 PM and on Saturday 9:00 AM to 1:00 PM. The night drop is available at any time. Keys to the night drop will be provided at no cost to the City. Please reference the Night Drop Addendum in Section 4. The addendum reflects the standard process and procedures regarding Night Drop Services. There is some flexibility, so if the City requires modifications, a mutually agreeable process can be developed.

4. Collateralization of all account balances by 110 percent.

All balances will be 110% collateralized per the City's investment policy. Please see Section 4 for a copy of the previously executed Tri-Party Public Deposit Pledge and Custody Agreement.

5. The bank will provide standard banking supplies and services, including but not limited to, deposit slips, deposit tamper proof bags, depository keys and secured deposit bags at no additional cost to the City. The City will provide all checks.

First Fidelity will provide as requested. Please reference Section 3, Attachment I for complete fee schedule.

6. Monthly account and account analysis statements, confirmations and other report related features within two (2) business days after month end. Monthly account statements must include images of all deposits and withdrawals.

Statements will be provided electronically through a module within the online banking platform. Bank statements will include images as requested above and be available within two business days after the end of the month. Account Analysis statements will be made available within two business days of their production on the 15th. Eighteen months of statement history will be retained in Adobe Acrobat/PDF format.

7. Online banking access allowing the City to wire funds, transfer funds and submit ACH/EFT transactions.

A robust and secure online banking platform will be provided. The platform will retain 13 months' worth of transactional history to include images of cleared checks, deposit slips and deposited items. The system supports multiple users with customized rights and access mirroring daily responsibilities in order to comply with City security requirements. These users can also create their own account alerts. These alerts notify the user via text, email or online notice that a certain event or account balance has occurred. Some of the events that can trigger an alert are Positive Pay exceptions, Inbound/Outbound Wire/ACH transactions or electronic statement/notice delivery. Various modules can be activated within the system to allow for Wire and ACH Origination, Positive Pay and internal account to account transfers. If desired, the City can activate the mobile banking aspect of online banking to feed account information and limited functionality to an app on a smartphone.

8. Wire Transfer Services. The City currently generates between four (4) and eight (8) incoming and outgoing wires each month. A standard wire transfer Agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement, The City requires adequate security provisions and procedures.

Please reference Section 4 for the Treasury Services Terms and Conditions and accompanying executable Treasury Forms.

The City will have the option of phoning the wire room or originating requests online. A fax option is available, but will not be covered in this response.

Authorized City personnel per the Wire Transfer Authorization Schedule can call the wire room to originate a wire. The City associate will provide a bank provided security code to authenticate their self. The bank code changes daily and is obtained via a quarterly bank communication received by the City through secure email or USPS mail. Once the City associate is successfully verified, wire information is communicated to First Fidelity and then read back to City for confirmation. All wires in excess of \$100,000.00 will receive a callback to confirm. If desired, the City can direct the callback be placed to someone other than the person who originated the wire, and the dollar threshold amount can be reduced.

Online wire origination is accomplished through a module that resides within the bank's online banking platform. The online banking system utilizes multifactor authentication by requiring a username and password along with a dynamic code issued by a user specific bank provided token device. The token code can only be used once. Once validated, the City associate enters the wire information and submits for processing. Upon submitting, the user will need to type in a user defined four digit PIN as an extra security precaution. All wires in excess of \$250,000 will receive a callback confirmation. Online requests can also be made in a dual control environment where one authorized person prepares the wire, and a second approves forwarding the request to the bank for processing. Again the callback can placed to someone not originating the wire or the dollar threshold reduced.

Repetitive wires can be created in both origination mediums.

9. Must provide direct deposit services.

An ACH module will be provided within the online banking platform to accommodate needed ACH Origination capabilities. Transactional data can be communicated to First Fidelity via user entry/input, raw data import via a CSV or Fixed Width file or NACHA file upload. Access to the system will have the same secure multifactor authentication as described directly above in requirement 8. At the City's discretion, origination can be placed in dual control where one user prepares or imports the transaction and a second approves. The daily cut-off for next day settlement is 4:00 PM. Once the batch of transactions is initiated, a confirmation email needs to be sent to wiretransfer@ffb.com. The email needs to contain the City of Nichols Hill in the subject line, and in the body, the dollar amount of the batch and date the transactions are to settle. The email serves two purposes, as a double check the correct date and dollar amount were transmitted and a fraud prevention tool. If there is a discrepancy or we don't receive an email, the ACH desk will reach out to City personnel to confirm.

The NACHA file example provided in the Response to Questions looks to be compatible with First Fidelity's module.

10. Must provide remote deposit services.

First Fidelity will provide remote deposit services. Authorized users will have access to scan checks for deposit to any of the accounts the City designates. The system that First Fidelity Bank deploys will build an online image archive that can be accessed by the City for research purposes. This eliminates the need for making copies of checks. Data entry such as resident number, water customer number or court case number is available. The data entered will attach to the respective deposited check, and serve as an indexed field for custom reports and for future research. Future checks written to the City will automatically populate the previous entered data. The images and batch reports are in Adobe Acrobat/PDF format, so the City can view and save locally archiving deposited items. The existing Panini My Vision X scanner should be compatible, but if not, a new Digital Check 240 will be provided at no cost to the City.

11. Must provide check protection ("positive pay") services.

Check Positive Pay and ACH Positive Pay will be provided to safeguard the City's capital.

Check Positive Pay will be accomplished through a module within the online banking platform. Issued check data can be uploaded by an authorized individual in a CSV file, a Fixed Width file or manual input. The required communicated check data in no particular order is: issued date, account number, payee, check number and check amount. The module has a mapping function that allows for data to be in any order. Upon upload, checks are live and authorized in our system and in the teller line. This immediate incorporation prevents employees or others from being turned away with an "unauthorized check" while trying to cash a check in a First Fidelity teller window. If there is an unauthorized check situation, First Fidelity staff will reach out to designated City staff for approval. Exception/suspect items do occur from time to time. In the event there is an exception/suspect item, an alert as defined in requirement 7 will be generated in a text message, email or online notice. An authorized person will login and view the check data along with the image of the front and back of the subject item. A pay or no pay determination is made. In the event there has not been a pay or no pay determination on a item by late morning, First Fidelity staff will begin to reach out to City staff for a decision. The example file provided in the Response to Questions appears to be compatible.

ACH Positive Pay will be accomplished by verifying the Originator ID of all inclearing ACH debit transactions. The Originator IDs of all trading partners and taxing entities authorized to debit the City's account will be gathered and incorporated into a valid database. When ACH debits are presented, the transaction's originator ID is verified against the database. If the ID matches, the transaction posts without issue. If it does not match, First Fidelity staff will reach out to designated City staff to make a pay or return decision. IDs that were flagged as exception, but allowed to pay per City direction can be incorporated into valid database if desired. Dollar limits can be placed on valid IDs to prevent a company from accidentally "double dipping" a particular transaction

12. Automatic redeposit of returned checks a second time, if the instruments are initially dishonored due to "NSF" notations. NSF fees are to be assessed against the monthly analysis.

First Fidelity will handle returned items in accordance with the above direction.

13. Stop Payment fees shall be waived.

Stop Payment fees will be waived.

14. Courier services provided and fees assessed against the monthly analysis.

Courier Services will be provided by in-house couriers of First Fidelity at no charge.

15. Implementation and Conversion during the month of May.

If awarded the this contract, First Fidelity Bank and City associates would jointly develop an implementation schedule to insure a seamless transition during the month of May. Generally a conversion of this size would take roughly 2 to 3 weeks, but could be accelerated if the City desires. The main components of this migration would be the determination of account and treasury service structure, new bank supply procurement, opening accounts and activating treasury services per previous discussion and onsite training. Tim Cook and Brad Traynor would oversee the migration with training provided by Brad Traynor.

Section 2

FIRST FIDELITY BANK, N.A.

WHO WE ARE

First Fidelity Bank, N.A. continued to be a leader in 2015. In an increasingly regulated banking industry, First Fidelity Bank maintained its focus on practical, creative community-centered financial services and solutions for commercial and retail clients. First Fidelity's capital is more than \$140 million and total assets exceed \$1.3 billion.

With a firm foundation of experienced leadership, sound risk management and an established deposit base, First Fidelity Bank is poised for another successful year. The Bank's superior customer service and dynamic product mix have allowed for steady, responsible growth to 29 locations serving Oklahoma and Arizona. A client-focused philosophy remains the foundation of the bank's culture. First Fidelity Bank is a strong and trusted partner in the communities it serves.

LEADERSHIP

From early 1920s handwritten ledgers to current, innovative banking systems, First Fidelity Bank takes pride in its legacy as a family owned bank capable of the same sophisticated technology as the "big banks." Headquartered in Oklahoma City, First Fidelity combines generations of banking experience with international investment knowledge. Owners Bill Cameron, Chairman, and his sister, Lynda, together with First Fidelity Bank President & CEO, Lee Symcox and Chief Administrative Officer, Suzanne Symcox, offer determined leadership and direction.

A fourth generation banker, Lee Symcox has served First Fidelity Bank for more than 40 years. The Camerons represent third generation ownership of the nationally A+ rated insurance company and the largest domiciled in Oklahoma, American Fidelity Assurance Company.

HISTORY

First Fidelity Bank's history is as unique as the diversity of its workforce. Comprised of merged and acquired banks across Oklahoma and Arizona, First Fidelity began in 1920 as First State Bank of Norman, Oklahoma. Two years later, the Bank applied for a national charter and changed its name to City National Bank & Trust Company. In 1952, J.R. Symcox of Cordell, Oklahoma acquired the bank.

In 1986, Bill Cameron acquired Commercial Bank of Oklahoma City and in 1989 changed the name to First Fidelity Bank, N.A. In 1992, First Fidelity merged with City National Bank in what would mark the beginnings of the full-service community bank it is today.

As expansion continued, First Fidelity opened its doors in Tulsa in 2002 with a diverse commercial banking team and comprehensive mortgage origination services in the Tulsa area.

In 2004, First Fidelity opened its doors in Arizona as a commercial loan production office. Today, the Bank encompasses six full-service offices across the heart of Arizona's business marketplace. In 2010, First Fidelity acquired Home National Bank from the FDIC. Home National Bank's Arizona operations were merged into the existing First Fidelity locations. In 2013, First Fidelity acquired Sunrise Bank of Arizona from the FDIC.

First Fidelity Bank's hardworking and loyal workforce amounts to a staff of over 400 people. Each employee is a valued member of the "First Fidelity family," and shares the management team's enthusiasm for the future of the bank. Each banker is dedicated to getting to know every client on a first name basis. Because of this commitment, First Fidelity clients have come to expect the best customer service.

OUR COMMITMENT

First Fidelity Bank's leadership believes that giving back to its neighbors and communities is an important responsibility. First Fidelity is dedicated to hiring and maintaining quality employees for whom meeting the needs of the community is not a job requirement, but a passion. These employees genuinely enjoy giving their time serving non-profit and charitable organizations, participating in religious groups, and coaching little league teams.

Each year, First Fidelity also offers financial resources to assist those in its local communities. The Bank is an active United Way Pacesetter, helping to set giving trends and raising over \$115,000 annually for the organization. In 2015, First Fidelity partnered with the regional food bank systems in Oklahoma and Arizona, collecting over 1,200 pounds of food for local families.

Annually, First Fidelity donates a total of more than \$500,000 to local charities and educational foundations. Commitment to the community remains the bank's cornerstone, with over 95 years of support to neighborhood partners.

THE FUTURE

In the years to come, First Fidelity Bank will maintain its commitment to first class customer service, leading edge technology, innovative solutions, and superior products. Through a strong capital base, First Fidelity will continue to grow responsibly over the next century and continue to find solutions to ever-changing regulations and an evolving global economic dynamic. The Bank will maintain its resolve to financial integrity, ensuring its clients' assets are secure for years to come.



Tim Cook

Vice President

Professional and Executive Relationship Manager

405-801-8264 Direct

405-535-5141 Cell

tcook@ffb.com

With over 25 years of commercial banking and wealth management experience, Tim provides First Fidelity Bank clients with expertise and guidance in all aspects of their commercial banking needs.

Tim received his Bachelor of Business Administration from Iowa State University, and his Masters of Business Administration from the University of Missouri – Kansas City.

Tim is an active community advocate, serving as the Board President for the Oklahoma Children's Theatre. He also serves on the Board of the H&8th Night Market and the Mesta Park Neighborhood Association.



Brad Traynor

Vice President

Treasury Services Relationship Manager

405-801-8263 Direct

405-596-2433 Cell

btraynor@ffb.com

With over 16 years of banking experience, Brad Traynor has provided First Fidelity Bank clients with guidance and expertise since 2009. Prior to joining First Fidelity, Brad served as a Treasury Services Relationship Manager with BancFirst and UMB.

Brad received his Bachelor of Business Administration in Finance from the University of Oklahoma, Masters of Business Administration from Oklahoma Christian University, and is currently pursuing the Certified Treasury Professional designation.

An active member in the community, Brad serves as advisory board member and treasurer of the Salvation Army of greater Oklahoma City. He is a past member of the north side YMCA advisory board, and a member of the local and national Association of Financial Professionals.



Sheila Barfield

Portfolio Manager

405-801-8267 Direct

sbarfield@ffb.com

Sheila has over 34 years of banking experience, with over 27 of those at First Fidelity Bank. She has spent close to her entire career serving the Bank's commercial clients and working with management at the corporate level. Sheila provides support to Tim Cook and Brad Traynor. Prior to her time with the Commercial Lending team, Sheila spent several years as Manager of the Bank's Customer Service department.



Lisa Williams, AAP

Assistant Vice President

Deposit Operations Manager

405-801-8259 Direct

lwilliams@ffb.com

Lisa Williams has been with First Fidelity Bank since 2005, providing assistance to both internal and external clients. She has over 32 years of banking experience. In her role at First Fidelity, she oversees the staff and support functions of wires, ACH and Remote Deposit. Prior to joining First Fidelity, Lisa served as the ACH/Wire Supervisor with Local Oklahoma Bank/IBC.

Lisa achieved the national recognition of an Accredited ACH Professional in 2009 and maintains her ACH accreditation each year.

Section 3

Attachment I - Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker/Dealer	\$ -	N/A	Broker/Dealer Service not offered
Earnings Credit - Each Account	0.25%	((ACB*EC)/365)* # Days in Mth	Earnings Credit will be figured on 100% of the Collected Balance. There will not be a 10% Reserve Requirement reduction to the Collected Balance
DDA Maintenance	\$ 10.00	Monthly Maintenance	
Deposit	\$ 0.15	Unit	
Deposited Checks (on your bank)	\$ 0.03	Unit	Same fee applies whether received through teller line or remote deposit
Deposited Checks from Oklahoma	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Deposited Checks - Out of State	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Deposited Checks - Government	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Deposited Checks - Other	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Return Items	\$ 5.00	Unit	
Deposit Correction Fee	\$ 5.00	Unit	
Checks Paid	\$ 0.15	Unit	
Stop Payment Fee	\$ -	Unit	Waived per City request
ACH & Electronic Debit	\$ 0.15	Unit	
ACH & Electronic Credit	\$ 0.15	Unit	
Positive Pay Service	\$ 30.00	Monthly Maintenance	
Positive Pay ACH Per Item	\$ -	Unit	No Per Item Fee
Positive Pay Check Per Item	\$ -	Unit	No Per Item Fee
ACH Origination Fee	\$ 30.00	Monthly Maintenance	

Attachment I - Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
ACH/Originated	\$ 0.075	Per Item over 300	The first 300 ACH transactions are included in the Monthly Maintenance Fee
ACH/Files Transmitted	\$ -	Unit	No File Transmitted Fee
ACH/Return Items	\$ 2.00	Unit	
On Line Banking	\$ 25.00	Monthly Maintenance	Monthly Maintenance Fee cover all accounts
On Line Banking - Other	\$ -	N/A	
Remote Deposit	\$ 100.00	Monthly Maintenance	Panini My Vision X is compatible. A new scanner at no charge can be provided
Remote Deposit - Per Item Fee	\$ -	Unit	There is not an additional per item fee for deposited items receive through Remote Deposit
Remove Deposit - Items Drawn on your bank	\$ 0.03	Unit	Same fee applies whether received through teller line or remote deposit
Remote Deposit - Items Oklahoma (in state)	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Remote Deposit - Items Out of State	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Remote Deposit - Government	\$ 0.05	Unit	Same fee applies whether received through teller line or remote deposit
Wire Transfers - Domestic - Outgoing	\$ 15.00	Unit	This fee is for wires originated by calling or faxing the wire room. Wires originated online are \$7.00
Wire Transfers - Domestic - Incoming	\$ 12.00	Unit	
Deposit Slips	\$ -	N/A	Waived per City request
Tamper Proof Deposit Bags	\$ -	N/A	Waived per City request
Courier Services - daily pickup	\$ -	N/A	Waived per City request

Additional Fees Not Listed on the Original Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Online Wire Module	\$ 20.00	Monthly Maintenance	
Wire Transfers - Domestic Outgoing - Online Origination	\$ 7.00	Unit	Wires Originated through online module are \$7.00 per wire
Coin and Currency Verification	\$ -	N/A	There will not be a fee for coin or currency verification
ACH Block and Filter (ACH Positive Pay)	\$ 20.00	Monthly Maintenance	This is First Fidelity's ACH Positive Pay. There is not a per item fee.
Regulatory Assessment / Government Compliance Fee	\$ 30.07	Monthly Assessed Fee in Feb - 29 Days	<p>First Fidelity like other institutions assess a monthly government or regulatory fee. First Fidelity caps the account balance for computation at \$250,000 per account while other institutions assess on the whole balance. Please see formula below for First Fidelity's assessment computation</p> <p>$((\text{mthly ACB capped at } \\$250\text{M} * .001514)/365) * \# \text{ of days in mth}$</p>
Inclearing Rejects	\$ 0.30	Unit	

Attachment: First Fidelity Bank - City of Nichols Hills Proposal for Banking and Investment Services (2338 : request for proposals for banking



**Commercial Analysis Monthly Proforma
City of Nichols Hills - Pooled Cash
February 2016**

Average Collected Balance		\$	2,382,080.52	
Earnings Credit Rate			0.25%	
Earnings Credit		\$	473.15	
Service Description	Volume	Price	Total Fee	Deposit Amount to Offset
General Account Services				
Account Maintenance	1	\$ 10.00	\$ 10.00	\$ 50,344.83
Depository Services				
Deposit	40	\$ 0.15	\$ 6.00	\$ 30,206.90
Deposited Checks / Oklahoma	1	\$ 0.05	\$ 0.05	\$ 251.72
Deposited Checks Encoding	1	\$ 0.03	\$ 0.03	\$ 151.03
Return Items / Regular	2	\$ 5.00	\$ 10.00	\$ 50,344.83
Courier Services / Pass Thru Fee	1	\$ -	\$ -	\$ -
Paper Disbursement Services				
Checks Paid	163	\$ 0.15	\$ 24.45	\$ 123,093.10
ARP/Positive Pay - Checks per Item	163	\$ -	\$ -	\$ -
ARP/Positive Pay - ACH per Item	54	\$ -	\$ -	\$ -
Inclearing Rejects	1	\$ 0.30	\$ 0.30	\$ 1,510.34
ARP / Positive Pay Monthly Maintenance	1	\$ 30.00	\$ 30.00	\$ 151,034.48
ACH Block and Filter (ACH Pos Pay)	1	\$ 20.00	\$ 20.00	\$ 100,689.66
General ACH and Wire Services				
ACH / Origination - Monthly Maintenance	1	\$ 30.00	\$ 30.00	\$ 151,034.48
ACH / Origination - Per Item (300 free)	406	\$ 0.075	\$ 30.45	\$ 153,300.00
ACH & Electronic Debit	25	\$ 0.15	\$ 3.75	\$ 18,879.31
ACH & Electronic Credit	38	\$ 0.15	\$ 5.70	\$ 28,696.55
ACH Return Items	4	\$ 2.00	\$ 8.00	\$ 40,275.86
ACH / Files Transmitted	8	\$ -	\$ -	\$ -
Online Wire Origination	1	\$ 20.00	\$ 20.00	\$ 100,689.66
Info Services				
Info Reporting / BOB per Account	14	\$ -	\$ -	\$ -
Info Reporting / Internat - BOB Pkg	1	\$ 25.00	\$ 25.00	\$ 125,862.07
Additional Services				
Government Compliance Fee (Reg Assesment)	1	\$ 30.07	\$ 30.07	\$ 151,386.90
RDC / Monthly Maintenance	1	\$ 100.00	\$ 100.00	\$ 503,448.28
RDC / Maintenance Per Scanner	1	\$ -	\$ -	\$ -
RDC / Per Item Fee	1222	\$ -	\$ -	\$ -
RDC / Deposited - Out of State	261	\$ 0.05	\$ 13.05	\$ 65,700.00
RDC / Deposited - Oklahoma	760	\$ 0.05	\$ 38.00	\$ 191,310.34
RDC / Deposited - On Us	126	\$ 0.03	\$ 3.78	\$ 19,030.34
RDC / Deposited - Encoding Fee	1147	\$ 0.03	\$ 34.41	\$ 173,236.55
Analysis Fees			\$ 443.04	\$ 2,230,477.24
Earnings Credit			\$ 473.15	\$ 2,382,080.52
Net Fee Position - Surplus			\$ 30.11	\$ 151,603.28



**Commercial Analysis Monthly Proforma
City of Nichols Hills - Court Bond Account
February 2016**

Average Collected Balance		\$	11,404.41	
Earnings Credit Rate			0.25%	
Earnings Credit		\$	2.27	
Service Description	Volume	Price	Total Fee	Deposit Amount to Offset
General Account Services				
Account Maintenance	1	\$ 10.00	\$ 10.00	\$ 50,344.83
Depository Services				
Deposit	36	\$ 0.15	\$ 5.40	\$ 27,186.21
Deposited Checks / Oklahoma	3	\$ 0.05	\$ 0.15	\$ 755.17
Deposited Checks Encoding	2	\$ 0.03	\$ 0.06	\$ 302.07
Depositor Correction Fee	1	\$ 5.00	\$ 5.00	\$ 25,172.41
Paper Disbursement Services				
Checks Paid	6	\$ 0.15	\$ 0.90	\$ 4,531.03
General ACH and Wire Services				
ACH & Electronic Debit	3	\$ 0.15	\$ 0.45	\$ 2,265.52
ACH & Electronic Credit	17	\$ 0.15	\$ 2.55	\$ 12,837.93
Additional Services				
Government Compliance Fee (Reg Assessment)	1	\$ 1.37	\$ 1.37	\$ 6,897.24
RDC / Per Item Fee	46	\$ -	\$ -	\$ -
RDC / Deposited - Out of State	11	\$ 0.05	\$ 0.55	\$ 2,768.97
RDC / Deposited - Government	1	\$ 0.05	\$ 0.05	\$ 251.72
RDC / Deposited - Oklahoma	28	\$ 0.05	\$ 1.40	\$ 7,048.28
RDC / Deposited - On Us	3	\$ 0.03	\$ 0.09	\$ 453.10
RDC / Deposited - Encoding Fee	43	\$ 0.03	\$ 1.29	\$ 6,494.48
Analysis Fees			\$ 29.26	\$ 147,308.97
Earnings Credit			\$ 2.27	\$ 11,404.41
Net Fee Position - Charge			\$ (26.99)	\$ (135,904.56)



Recommendations

In reviewing the analysis statements and monthly collected balances provided in the Response to Questions, it is recommended to modify some account structures. Analysis statements were provided for the Pooled Cash and Court Bond accounts. The prepared account analysis pro formas showed a net earnings credit surplus of \$30.11 in the Pooled Cash Account and a deficit of \$26.99 in the Court Bond Account. While a statement was not provided, it is assumed the Flex Account is a transactional and account analysis account with activities similar the Court Bond Account. It is recommended to combine the Pooled Cash Account, Court Bond Account and Flex Account under a group analysis structure. The excess credit from the Pooled Cash Account will bring a net breakeven or close to a net breakeven with regards to fees for the combined relationship. The remaining Sinking Fund and various General Obligation Bond Accounts could be modified to Commercial Money Market Accounts from Account Analysis Accounts. The analysis statements provided for the Sinking Fund Account and 2012 General Obligation Bond Account reflected activities below the allowable threshold of six debits a month, three of which can be to a third-party. As with the Flex Account, statements were not provided for the remaining GO Bond accounts, but the idea is activities are similar. If there are periods when one of these accounts will have multiple outflows of funds, a GO Bond distribution account could be created to allow internal account to account transfers to an account that does not have debit restrictions. If this structure is feasible and agreeable, First Fidelity will pay .25 % on the balances in these accounts with a floor of .15%. The rate is set by market conditions and the First Fidelity rate committee. By changing the account types, the City will be able receive interest on these deposits without the account analysis cost overlay.

Relationship Reviews

It is recommended that City and Bank staff have quarterly lunches to review market conditions and any possible new services in the marketplace. The Bank staff present would be, but not limited to Tim Cook, Relationship Manager, Brad Traynor Treasury Services Relationship Manger, and a rotating member of the bank's executive team. This program is intended to create a venue for idea sharing while reviewing the City's needs.

Section 4



TREASURY SERVICES TERMS & CONDITIONS

www.ffb.com
we go where you go

Thank you for choosing First Fidelity Bank Treasury Services. This document provides product information, disclosures and descriptions of Treasury Services ("Services") available at First Fidelity Bank. Other documents may become part of our Agreement depending on the Services you select. Please read all documents carefully; they will govern the Services provided to you.

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I. GENERAL PROVISIONS

Pursuant to an Authorization and Agreement for Treasury Services (the "Master Authorization"), a form of which is attached as Exhibit I-A Client may request certain Treasury Services ("Services") of First Fidelity Bank, N.A., also known as First Fidelity Bank ("Bank") from time to time. The Master Authorization incorporates these Terms and Conditions, as well as any Exhibits attached hereto (collectively with the Master Authorization and these Terms and Conditions, this "Agreement") pertaining to the various Services to be provided by Bank at the request of Client.

A. DEFINITIONS

The following terms and references shall have the meanings set forth below when used in this Agreement, except where given different meanings in specific parts of this Agreement or any Exhibits that may be attached hereto:

1. "Agent" or "Authorized Agent" means any person designated as such in the Master Authorization. Bank may rely on any grant of authority to an Agent or Authorized Agent until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.
2. "Authorized Accounts" means an account of Client at Bank, which is designated by Client to be subject to this Agreement.
3. "Authorized Instructions" mean unconditional, immediately executable orders to Bank to transfer Available Funds from an Authorized Account received by Bank from an Authorized Agent in a manner approved by this Agreement.
4. "Authorized User" means any director, officer, partner, employee, representative, affiliate, third-party vendor or any other person designated by Client acting on their behalf in reference to a specific service offered by Bank and used by Client.
5. "Available Funds" mean the positive, unrestricted balances in Client's Authorized Account(s) which are available for withdrawal by Client, pursuant to Bank's policies, which are then in effect, and the provisions and requirements of Regulation CC to the Federal Expedited Funds Availability Act in effect from time to time.
6. "Banking Day" or "Business Day" shall mean that part of any day on which Bank is open to the public for carrying on substantially all of its banking functions; any reference to time of day shall mean and refer to Central Standard Time or Central Daylight Savings Time, whichever may be in effect on the day in question.
7. "Cut-off Time" means the time by which Authorized Instructions must be received by Bank to permit Bank to transfer funds on the same Business Day. The Cut-off Time may be changed from time to time.
8. "Regulation CC" means Federal Reserve Board Regulation CC. Availability of funds and collection of checks
9. "Security Procedures" mean the measures adopted by Bank and the client including those described in the schedule, to ensure the authenticity, authority and accuracy of Authorized Instructions.

B. SERVICES

Bank will provide Client with one or more Services upon Client's and Bank's execution of the Master Authorization and specific applicable Exhibits to this Agreement and additional documents as are required by Bank for such Services selected by Client.

C. DESIGNATION OF ACCOUNTS

Client will provide Bank with written notice of the Authorized Accounts at Bank or other financial institutions to which Client wishes the Services to apply. Any changes in the designation of Authorized Accounts will be in writing and will provide reasonable prior notice of such change to Bank.

D. DESIGNATION OF AUTHORIZED AGENTS

The persons authorized to initiate a Service are designated on the applicable Exhibits attached to the Master Authorization. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Agent and any such communication shall be deemed to have been signed by such person. Any changes in the designation of Authorized Agents will be in writing and will provide reasonable prior notice of such change to Bank.

E. APPLICABILITY OF REGULATION CC

The availability of funds in the Accounts will be governed by Regulation CC. In the event of any conflict between the provisions of Regulation CC and the provisions hereof, the provisions of Regulation CC shall be controlling.

F. BANK RULES AND REGULATIONS

All Services to be provided hereunder shall be in accordance with, and further subject to, Bank's then applicable rules and regulations which apply to the Authorized Accounts and to such further policies and procedures with regard to the services provided hereunder as may be communicated to Client from time to time in writing. Any credit given to an Authorized Account is agreed to be provisional until Bank receives final settlement. If Bank does not receive final settlement, it is entitled to reverse the entry.

G. FEES AND PAYMENTS

Client shall pay Bank for the Services provided pursuant to the fee schedule set forth on attached Exhibit I-B or other pricing information provided by Bank from time to time. Any fees for Services may be amended by Bank at any time. Bank may, at its option, include fees arising from this Agreement in an analysis statement of Client's account relationship, bill Client, or debit Client's accounts for the Services rendered during the immediately preceding billing period. Bank may promptly debit Client's account at Bank in the full amount of any such statement, or bill if the amount shown on the statement bill is not paid when due.

H. FINANCIAL CONDITION

Bank's willingness to provide Services to Client is dependent on Client's financial condition. Client'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. Client shall, upon request, provide to Bank any such information as Bank may require in order for it to perform any such review. Client's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon notice to Client as provided in this Agreement.

I. ADDITIONAL SERVICES

Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any such Service, Client agrees that the Service will be governed by this Agreement and any other conditions communicated to Client by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

J. PROPRIETARY INFORMATION

Client acknowledges that this Agreement and all related documentation and systems used in providing Services are the property of Bank. Client agrees that it shall not acquire any rights or interests therein as a result of its use of the Services and shall keep all of Bank's proprietary information strictly confidential.

K. SECURITY PROCEDURES

1. Bank and Client shall agree to one or more security procedures that must be used by Bank and Client in connection with any Service. Client agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Client is solely responsible for maintaining its own internal security and agrees to use appropriate caution in selecting any company or individual given access to use one or more of the Services. Client shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.
2. Client and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services, including, without limitation, security procedures or any security codes, keys, personal identification numbers, digital certificates/signatures or template numbers ("Codes"), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Client is solely responsible for the procedures to assure the internal confidentiality of its own security procedures and codes. If Client or its Agents have reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Client), Client shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and Codes in accordance with Bank's security procedures. Client shall be solely responsible for funds transfer instructions and other communications initiated before Bank receives Client's notice and had a reasonable time to act on such notice. Bank reserves the right to change any or all of the security procedures or Codes by giving verbal or written notice to Client.
3. For some Services, Bank may choose to honor Client's request to give Bank verbal instructions regarding the Services. Client agrees Bank may in good faith rely on such verbal instructions that purport to come from an Authorized Agent of Client without independent verification by Bank.
4. Bank will honor Client's transactions and instructions (including adjustments, amendments and cancellations) only when Client 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 Client's collected or available funds on deposit with Bank;
 - b. Bank has reason to believe may not be authorized by Client;
 - 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 Client.
5. Client acknowledges, agrees and consents on behalf of itself and its Agents that Bank may monitor and record telephone conversations at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so.

L. ELECTRONIC COMMUNICATIONS

Client may elect to send or receive instructions or reports from Bank related to Services via electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager or other telephonic methods ("Electronic Transmission").

Client acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by an unauthorized person. Bank may rely in good faith on Client'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 Client. Should Client elect to send or receive Electronic Transmissions to or from Bank, Client assumes all risks and Bank shall not be liable for any loss that results from the non-receipt, disclosure or alteration of any such Electronic Transmission.

M. COMPUTER EQUIPMENT AND BANK-PROVIDED EQUIPMENT

Many Services require the use of computer hardware and software and some Services require additional equipment to be provided by Bank to Client. Client is solely responsible for maintaining its computer equipment in good working order, with the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support Bank's security measures. Client agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. Client agrees to return any equipment provided by Bank in good condition upon termination of this Agreement. Any equipment provided by Bank shall remain the property of Bank and shall be maintained by Bank. Client shall be responsible for the cost of any repairs to Bank-provided equipment caused by its misuse or negligence.

N. TERMINATION

Either party may terminate this Agreement in its entirety, or any Services provided hereunder upon 30 days written notice to the other party. Bank may terminate this Agreement or any Services provided to Client at any time immediately, upon giving written notice to Client, following the commencement of any voluntary or involuntary bankruptcy, dissolution or liquidation by or against Client, or upon any merger or acquisition of Client into or by any other entity, or upon the breach by Client of the terms or conditions of this Agreement or any other agreement or obligation it has entered into with Bank or any of its affiliates, or upon any event evidencing to Bank a material deterioration in the financial status or condition of Client or that the likelihood that the credit risks undertaken by Bank in furnishing Services hereunder may be materially increased, including, but not limited to, insufficient Available Funds to pay items presented for payment or other return item risks, or if Bank has reasonable cause to believe Client is engaged in any fraudulent or criminal activity.

O. BANK LIABILITY

Bank shall only be liable to Client under this Agreement for its gross negligence or willful misconduct in performing Services for Client. Bank shall have no liability or responsibility to Client with regard to any other matter, including without limitation, its negligence or breach of contract, any act or omission by any clearing house, any other financial institution, the Federal Reserve Bank, or any other person or entity. Bank shall have no liability to Client for any nonperformance, damages or losses due to strike, breakdowns, non-functioning of equipment, incompatible software or hardware, electronic data corruption, or other causes or circumstances beyond Bank's reasonable control. In the event Bank shall become liable to Client for its gross negligence or willful misconduct, such liability will be limited to actual damages proved. Bank shall have no liability to Client for any incidental, consequential or special damages. Client shall promptly furnish written proof of any loss attributable to a Service to Bank in writing and shall provide all reasonable assistance to Bank in recovering the loss. If Client is reimbursed for any loss by Bank, Bank shall be subrogated to all rights of Client related thereto. In the event Bank is determined to be liable under this Agreement in the absence of willful misconduct or gross negligence on its part, any liability of Bank for a transfer incorrectly made shall be limited to the amount of such transfer which is not recovered within a reasonable period of time.

P. CLIENT LIABILITY

Client shall be responsible for compliance with all rules and regulations of any local, state or federal entity, and with all operating procedures of Bank, which are communicated to Client to the extent the same are applicable to Client. Client shall indemnify and hold Bank harmless from and against any and all claims, demands, loss, liability or expenses (including attorneys fees and costs) resulting directly or indirectly from (a) a breach or noncompliance of such rules, regulations or operating procedures by Client; (b) the delay of any clearing house or any financial institution other than Bank in crediting, or the failure of such institution to credit the amount of any transaction; or (c) the claims of any third party arising from the Services provided hereunder.

Q. NO IMPLIED WAIVER

No failure by either party to insist upon strict performance of any term or obligation in this Agreement or any Exhibit hereto, or to exercise any right or remedy under this Agreement or any Exhibit hereto, shall constitute a waiver of any such term, obligation, right or remedy.

R. INFORMATION SHARING

Client agrees Bank may share information with affiliates of Bank about consumer accounts or Services for regulatory compliance, credit decision-making, marketing company products and services, administrative and other banking purposes.

1. In the event Client requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Client agrees it shall be jointly and severally liable for such Company's obligations under this Agreement. Client hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Client, and all other aspects of the performance hereby by Bank and Client, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Client has obtained and shall maintain in its regular business records and make available to Bank upon

reasonable demand, for a period of seven 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), managers, principals or other persons on behalf of Client or any of its affiliate or subsidiaries and further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, by law or board resolution of Client 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 and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's affecting each transfer and commingling of funds authorized hereunder.

2. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Client agrees Bank may place a hold on the affected account or move the disputed funds to a holding account. Any such action will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank shall have no liability for dishonored transactions, which result from such action, and Client agrees to reimburse Bank for all costs, including attorney fees, incurred due to such adverse claim.

S. SEVERABILITY

Should any provision of this Agreement, including any Exhibit hereto, contravene any applicable law or regulation of any regulatory agency, or should any provision be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, then each such provision shall be void, and all other provisions of this Agreement shall remain in full force and effect.

T. GOVERNING LAW AND RULES

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Oklahoma, except to the extent the Federal Law is controlling or provides greater rights or remedies to Bank. The "UCC" shall mean the Uniform Commercial Code as adopted in Oklahoma, as the same may be amended. Automated Clearing House (ACH) services shall also be governed by the National Automated Clearing House Association (NACHA) rules. It shall be the responsibility of Client to ensure that each ACH transaction and wire transfer complies with all applicable laws, rules, and regulations. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of Client to obtain information regarding such OFAC enforced sanctions (OFAC compliance Hotline 1-800-540-OFAC).

U. ASSIGNMENT

Neither party hereto shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. No consent of Client is required to such assignment or obligation in the event of a sale of Bank or a merger of Bank into another financial institution. However, Bank shall be permitted without the prior consent of Client, to assign some or all of its obligations hereunder to a processor or servicing agent designated by Bank who shall be subject to the terms for provision of the subject Service. This Agreement shall be binding upon and benefit the respective successors and assigns of Client and Bank, subject to the provisions above.

V. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or any Addendum hereto shall be decided by arbitration. Either Bank or Client may initiate an arbitration proceeding by delivering to the other party a written arbitration demand that identifies the subject matter in dispute, the parties to the dispute, the relief sought by the party initiating the demand, and a concise statement of the factual and legal basis for the claim asserted and relief sought. Unless the parties agree upon one arbitrator, within 10 days of delivery of an arbitration demand, the initiating party shall designate one arbitrator and give written notice of such designation to all other parties. The responding party shall designate one arbitrator within 15 days of receipt of the initiating party's arbitrator designation. The two party-designated arbitrators shall confer and select by agreement a third arbitrator within 10 days of the responding party's arbitrator designation. The third arbitrator shall serve as chairperson of the arbitration panel. Each party will be solely responsible for compensation of its designated arbitrator. The parties shall share equally the expense of the third arbitrator (or the single arbitrator, if applicable) and any administrative expenses incurred by the arbitration panel. To be eligible for designation as an arbitrator, an individual must be licensed to practice law for a minimum of 10 years and currently be in good standing as a member of the Oklahoma Bar Association. The panel chairperson shall administer the arbitration proceeding or may, at his or her election, delegate administrative responsibilities to the American Arbitration Association. The panel chairperson shall determine the procedural rules and guidelines to govern the arbitration proceeding including, but not limited to, the scope of permissible discovery, if any, and the applicable standards for admissibility of evidence at the hearing. Any arbitration hearing shall be conducted in Oklahoma City, Oklahoma, at a location mutually agreeable to the parties. In the event the parties are unable to agree on a hearing location, the panel chairperson shall determine the location. The District Court of Oklahoma County, Oklahoma shall have exclusive jurisdiction over any action to confirm or judicially enforce any arbitration award issued under this Agreement. The prevailing party to the arbitration shall have the right to an award of its reasonable attorneys' fees and costs incurred after the filing of the demand and submission.

W. ATTORNEYS' FEES

In the event of any conflict pertaining to the subject matter of this Agreement in addition to any remedies provided herein or by applicable law, the prevailing party in any arbitration proceeding or court action shall be entitled to recover all costs and expenses

incurred by the prevailing party in defending itself or in enforcing its rights, including, without limitation, reasonable attorneys' fees and costs, including the fees of consultants and experts.

X. ENTIRE AGREEMENT

Each party has read this Agreement and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements with respect to the Services described in this Agreement, and now together with the Master Authorization and Exhibits, constitutes the complete agreement between the parties with regards to its subject matter and cannot be altered or amended except as provided in this Agreement.

Y. FURTHER ASSURANCES

The parties agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to these Services.

Z. CHANGES TO SERVICE

Client may request at any time to change the processing instructions for any Service. Bank is not obligated to implement any requested changes until Bank has had a reasonable opportunity to act upon them. In making such changes, Bank is entitled to rely on requests purporting to be from Client. For certain changes, Bank may require that Client's requests be in writing, in a form and manner acceptable to Bank or be from an Authorized Agent designated in the Master Authorization. Further, Bank may change, add or delete any of the terms and conditions applicable to any or all Services upon 30 days prior notification in writing or by electronic means. Client's continued use of or failure to terminate any Service, after the effective date of the change, will indicate Client's agreement to the change.

II. BUSINESS ONLINE BANKING (BOB).

This Part II governs information reporting Services as described herein to allow Client to access information and utilize Services over the Internet. From time to time, Bank may add features or Services to its Internet services, and those additional features or Services will be governed by the terms of this Agreement and the Bank's On-Line Agreement, including applicable Exhibits and other applicable agreements between Bank and Client, including account agreements.

A. SERVICES

Bank will provide Client with access to Bank's information reporting systems as agreed by Bank and Client for Client's Authorized Accounts, subject to the terms and conditions of this Agreement. Information reporting systems permit Client to view balances, transactions, and statements, and to initiate stop payment orders, wire transfers, internal transfers, Automated Clearing House (ACH) Entries, review positive pay exceptions, and such future services as are provided by Bank.

B. SECURITY

Client acknowledges that the information reporting system provided by Bank is fully automated, and is not monitored by Bank. Client acknowledges the importance of maintaining the various passwords and security devices in the strictest confidence. Client is solely responsible for the misuse, theft or misappropriation of passwords. The Authorized Accounts must be owned by the same company or family of companies, and the signatories to this Agreement must be authorized to act for all of the Authorized Accounts, as provided in the Account Agreements and any authorizing resolutions. Client shall not resell, assign, or otherwise provide for the benefit of a third party any information reporting services, and Client shall not permit any third party to obtain access to the information reporting systems.

C. ANTIVIRUS PROTECTION

Before transmitting data to or through any website, Client agrees to install and run industry-recognized software capable of detecting and disinfecting viruses automatically, without the need for Client to execute virus scanning for each file manually. Client shall update its antivirus software on a regular basis to maintain a commercially reasonable level of security.

D. LIABILITY

Bank shall have no responsibility to verify Authorized Instructions received through the information reporting system if the Authorized Instructions are made in compliance with this Agreement. As long as Bank complies with its then applicable Security Procedures, Client shall be responsible for unauthorized Entries and Transfer Orders, and shall hold Bank harmless therefrom. Bank may recognize deviations from stated Security Procedures, if Client has by custom and practice routinely ratified Entries or Transfer Orders representing a standard deviation from Security Procedures. Bank shall not be liable to Client for any losses, damages, claims or causes of action arising from:

1. The act or omission of any other receiving bank, beneficiary's bank, the Federal Reserve or other person or entity in connection with an electronic entry including a Wire Transfer or ACH Entry initiated by Client through the information reporting system;
2. Nonperformance due to strikes, mechanical or electronic breakdowns or other non-functioning of equipment, impossibility of performance, or other circumstances beyond Bank's reasonable control;
3. The failure of Client to maintain its security;

4. Nonperformance, malfunction or incompatibility of Client's hardware or software, or the malfunction of the information reporting system beyond Bank's reasonable control; or
5. Any cause except the gross negligence or willful misconduct of Bank's employees.

III. AUTOMATED CLEARING HOUSE (ACH), INCLUDING ELECTRONIC DATA INTERCHANGE (EDI)

Pursuant to this Part III, Client, upon completion of Bank's applicable Exhibits and any additional agreements as required by Bank from time to time, and upon approval thereof by Bank, may initiate Entries through Bank for deposit to, and for payment from, accounts maintained at Bank, by means of the Automated Clearing House ("ACH") system, and Bank shall act as an Originating Depository Financial Institution according to the terms of this Agreement and the Rules, as hereinafter defined. The Application and Authorization Schedule attached to this Agreement as Exhibits III-A and III-B, respectively, shall apply to all Services provided under this Part III; provided, however, Bank reserves the right to supplement or replace such forms from time to time.

In addition, Electronic Data Interchange (EDI) Services permit Client to electronically disburse funds and/or deliver payment-related information to its trading partners or other customers by sending payment requests or payment-related information to Bank through the ACH system. EDI Services allow Client to access payment-related and remittance-related information in mutually acceptable formats received from its trading partners or other customers, and where available, to match specified receivables and payables against payments. . The Authorization Schedule attached to this Agreement as Exhibit III-C shall apply to the EDI Services separately provided under this Part III; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. ADDITIONAL DEFINITIONS

The following additional terms are defined as follows for purposes of this Part III and Part IV only:

1. "Entries" means electronic orders through Bank to transfer funds by means of the ACH.
2. "NACHA" means the National Automated Clearing House Association.
3. "Rules" means the operating rules of NACHA.

B. TRANSMISSION OF ENTRIES

Client will transmit Entries to Bank at the location, in the manner, and before the deadlines, all as specified by Bank from time to time. The total dollar amount of Entries and the frequency of the Entries shall not exceed the limits imposed by Bank from time to time, and shall not in any event exceed the funds available for payment of the Entries in the Settlement Accounts. Client authorizes Bank to transmit all Entries received by Bank from Client in accordance with this Agreement, and to credit or debit the entries to the specified Authorized Accounts.

C. SECURITY PROCEDURES

Client shall comply with the Security Procedures established by Bank from time to time, and Bank may reject Entries initiated in violation of the Security Procedures. The Bank requires the use of a Secure Token to gain access to Business Online Banking when initiating the transmission of an ACH file. If Bank reasonably complies with the applicable Security Procedures, Client shall be responsible for any unauthorized Entries originating from Client and shall hold Bank harmless from such Entries. The persons authorized to act for Client are designated on the Master Authorization.

D. RULES

Client has obtained, or has access to, the Rules at www.nacha.org/rules. Client agrees to comply with, and be bound by, the Rules. Client will be responsible to procure updates and amendments to the Rules and to comply with them without express notice from Bank. Unless otherwise defined herein, capitalized terms have the same meaning as they have in the Rules. In the event Client violates any of the Rules and NACHA imposes a fine on Bank because of Client's violation, Bank may charge the fine to Client.

E. ORIGATION SOFTWARE

ACH origination software utilized by Client (Client Software) is owned or maintained by Client. Client Software is neither owned nor provided by Bank. Bank's Internet system will permit Client to originate independent entries. Client Software must create files that are in NACHA format, and must conform all entries to the format, content, and specifications contained in the Rules.

1. If Client initiates Entries through a third-party vendor ("Vendor"), Vendor is the agent of Client and not of Bank. Bank is not responsible for the acts or omissions of Vendor and Client agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Client's Vendor.
2. Client may request Bank to provide deposit reporting services based on information provided by Client 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 Client. Client may initiate credit or debit Entries to accounts designated by Client at other financial institutions.

F. BANK OBLIGATIONS

Subject to the provisions of this Agreement, Bank shall in a timely manner and in accordance with the Rules, process, transmit, and settle for the Entries received from Client.

G. WARRANTIES

Client makes all warranties to Bank that Client is deemed by the Rules to make with respect to Entries originated by Client. Without limiting the foregoing, Client warrants and agrees that:

1. Each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules;
2. Each debit entry is for a sum which, on the settlement date with respect to it, will be owing to Client from the party whose account will be debited, is a sum specified by such party to be paid to Client, or a correction of a previously transmitted erroneous Entry;
3. Client will comply with the terms of the Electronics Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A (UCC4A), if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations;
4. Client will retain the original or a copy of Client authorizations for consumer Entries as required by the Rules for a period of not less than two years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to Bank; and
5. Client shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

H. "ON-US" ENTRIES

"On-Uss" entries are defined as those transactions in which the receiving account is held within Bank. Subject to the provisions of this Agreement, Bank will settle On-Uss entries in accordance with the Rules, but not before the Effective Date, as provided herein. The Effective Date shall be determined in accordance with Bank policy then in effect.

I. PROVISIONAL CREDIT

Client acknowledges that the Rules make provisional any credit given for an Entry until Bank receives final settlement. If Bank does not receive final settlement, it is entitled to reverse the Entry and provide such notice as required by the Rules.

J. SETTLEMENT

Client will maintain an account (the "Settlement Account") with Bank at all times Client utilizes ACH Services under this Agreement. Client will maintain in the Settlement Account as of the applicable settlement date Available Funds sufficient to cover all credit Entries initiated by it. Client authorizes Bank to debit the Settlement Account on the applicable settlement date in the amount of each credit Entry. Client will maintain in the Settlement Account Available Funds sufficient to cover its Entries. Client also authorizes Bank, without prior notice, to debit the Settlement Account or any other account of Client for any amount payable under this Agreement. When required by Bank, Client will maintain sufficient available funds in the Settlement Account at the time Client initiates an Entry, to pay for the Entry.

K. CANCELLATION AND AMENDMENT

Client shall have no right to cancel or amend any Entry after receipt of the file by Bank. However, Bank shall use reasonable efforts to act on a request by Client to cancel an Entry before transmitting it to ACH or settling an On-Uss Entry. Bank shall have no liability if it fails to cancel the Entry. Bank may transmit a reversing Entry initiated by Client to correct an Entry which Client initiated in error. Client shall notify the receiver of any reversing Entry which Client initiates. Notification to the receiver shall include the reason for reversal and shall be made no later than the settlement date of the reversing Entry.

L. REJECTION OF ENTRIES

Bank may reject any Entry, including an On-Uss entry, if it does not comply with the Rules, if the format is improper, if it violates the Security Procedures, if there are not sufficient Available Funds, or if Client is not otherwise in compliance with the terms of this Agreement. Bank shall use its best efforts to notify Client of such rejection no later than the business day such entry would otherwise have been transmitted by Bank or, in the case of an On-Uss entry, its Effective Date. Bank shall have no liability to Client by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank has no obligation to originate a transaction where authorization has been revoked.

M. NOTICE OF RETURNED ENTRY

Bank shall use its best efforts to notify Client of the receipt of a returned Entry no later than one business day after its receipt. Bank shall have no obligation to re-transmit a returned Entry if Bank complied with the terms of this Agreement and the Rules in processing the Entry. Bank shall remake an Entry if it was returned by the ACH operator due to mishandling of the Entry by Bank, but only if Client provides sufficient information to remake the Entry.

O. PERIODIC STATEMENTS

The periodic statement issued by Bank for the Settlement Account will reflect credits and debits as a result of the Entries. If Client does not notify Bank within 60 days after Client's periodic statement is produced of any discrepancy between Client's records and the information in the periodic statement, Client shall be precluded from asserting such discrepancy against Bank.

P. LIABILITY

1. Bank shall be responsible only for performing the ACH Services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. Bank shall not be responsible for Client's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Client) or those of any other person, including without limitation any Federal Reserve Member Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution, and no such person shall be deemed Bank's agent. Client agrees to indemnify Bank against any loss, liability, and expense (including reasonable attorney's fees, costs and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Client or any other person described in this section.
2. In no event shall Bank be liable for any incidental, consequential, special, punitive, or indirect loss or damage which Client may incur or suffer in connection with this Agreement including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
3. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control.
4. Subject to the foregoing limitations, Bank's liability in any event shall be limited to the extent in which Client has incurred a direct loss. Bank's liability for loss of interest shall be calculated by the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.
5. Client shall indemnify Bank for any loss or liability from the breach of any of the warranties of an originating bank caused by Client for any Entries initiated by Client.

Q. INCONSISTENCY OF NAME AND ACCOUNT NUMBER

Client acknowledges that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different than the named receiver.

R. DATA RETENTION

Client shall retain data on file adequate to permit remaking of Entries for five business days following the date of their transmittal to Bank as provided herein and shall provide such data to Bank upon its request.

IV. ACH BLOCKS AND FILTERS

This Part IV applies only to ACH Blocks and Filters for Entries received by Client. With the ACH Blocks and Filters Service, Client will provide Bank with the authorization form that Client desires to receive for debit or credit to the Account. The Authorization Schedule attached to this Agreement as Exhibit IV shall apply to the Services provided under this Part IV; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. RETURN AND PAYMENT OF ENTRIES

Bank will automatically return any Entry which does not meet Client's authorization criteria. Bank may also return an Entry that would be returned for any reason under the Rules. The ACH Blocks and Filters Services do not apply to transactions between Client and Bank. Bank may pay Entries which Client has authorized Bank to originate against the Account including but not limited to loan or credit card payments. Bank may also pay any Entries, reversals or adjustments which Bank is required to accept under the Rules, operating circulars or any other applicable rule, guideline, or regulation.

B. AUTHORIZATION CRITERIA

Client will provide authorization criteria in a manner and form acceptable to Bank. Client may specify a maximum amount for authorized Entries in the authorization criteria, which must be specified in dollars and cents.

C. COMPLIANCE WITH RULES

Client agrees to comply with the Rules for all Entries. Under the Rules, credit Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and final settlement is not received, Bank may charge Client's account for any amount previously credited. The person originating the credit Entry is considered not to have paid Client.

D. TERMINATION OF SERVICE

If the ACH Blocks and Filters Service is terminated for any reason, Bank will no longer be obligated to monitor Entries against Client's authorization criteria and will receive and accept or return Entries to Client's Account in accordance with normal procedures. Client understands that Client still has the right to return Entries in accordance with the Rules.

V. WIRE TRANSFER

Pursuant to and subject to the terms of this Part V, Client may authorize the Wire Transfer of funds from Authorized Accounts at Bank at such times, and in such amounts as Client may from time to time direct. The Authorization Schedule and Request Form attached to this Agreement as Exhibit V-A and Exhibit V-B, respectively, shall apply to the Services provided under this Part V, and the International Payment Order Form attached to this Agreement as Exhibit V-C shall apply to international Services provided under this Part V; provided, however, Bank reserves the right to supplement or replace such forms of Authorization Schedule, Request Form and International Payment Order Form from time to time.

A. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms are defined as follows for purposes of this Part V only:

1. "Authorized Confirmer" means a person authorized to confirm payment orders given to Bank in the name of Client, subject to any applicable Security Procedure. Each person designated as an Authorized Agent on Exhibit V-A to this Agreement is an Authorized Confirmer.
2. "Authorized Initiator" means a person authorized to give payment orders in the name of Client, subject to verification by means of any applicable Security Procedure. Each person designated as an Authorized Agent on Exhibit V-A to this Agreement is an Authorized Initiator.
3. "Cancellation Order" means an unconditional, immediately executable order to Bank to cancel a prior Payment Order, which is received by Bank from an Authorized Agent in a manner approved by the Wire Transfer schedule.
4. "Code" means an alphanumeric string selected, assigned, changed and controlled by Bank and which is used for the purpose of identification of a person, but is not an FFB Online ID, FFB Online Pin, Cash Management ID, Cash Management Password, Wire Pin or other identification symbol.
5. "Drawdown Request" means a request over the Fedwire to debit an Authorized Account and send the funds to the requesting bank.
6. "Payment Order" means an unconditional instruction to Bank to initiate a Wire Transfer. A Payment Order constitutes "Authorized Instructions" if it orders the wire transfer of Available Funds from an Authorized Account by an Authorized Agent in a manner approved by this Agreement.
7. "Payment Order Data" means the information required by or permitted by the Request Form attached on Exhibit V-B Addendum or any applicable Procedure.
8. "Security Procedures" means those Procedures designated by Bank from time to time for the purpose of verifying the authenticity of funds transfer communications sent to Bank in the name of Client or for the detection of errors contained in any such communication.
9. "Wire Transfer" means an unconditional instruction of Bank through the Federal Reserve System's "Fedwire" or otherwise to a Receiving Bank to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, and to be reimbursed directly or indirectly by Bank.

B. WIRE TRANSFER SERVICES

This section applies to U.S. domestic and International Funds Transfer Services outside of the United States of America. Domestic and International Wire Transfer Services permit client to transfer funds electronically and, as appropriate, to transmit related messages. Bank shall issue a Wire Transfer to transfer Available Funds from the Authorized Accounts in accordance with a Payment Order received by Bank in a form acceptable to Bank. Bank may make such Wire Transfer by any reasonable means, including without limitation, the use of such intermediary bank or banks as Bank deems advisable. If requested by Client and agreed to by Bank, Client authorizes Bank to debit Client'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 Client's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the end of business day. Client'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. Client 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 Client 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 Client's request, request the receiving financial institution to return funds previously transferred. Client understands and agrees that the receiving financial institution may or may not comply with any such request. Client's authorization for reverse wire requests shall remain in effect until Client gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Client. In consideration of Bank's compliance with

this authorization, Client agrees Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Client. Bank shall have no liability if any charge is dishonored.

C. TIMING

Unless the Authorized Instructions otherwise direct, Bank shall initiate the Wire Transfer on the Business Day on which the Payment Order is received. If the Payment Order is received after the Cut-off Time, Bank shall initiate the Wire Transfer on the next Business Day.

D. SECURITY

1. Client shall comply with the applicable Security Procedures of Bank, and Bank may reject Payment Orders which do not conform to the Security Procedures.
2. The Bank requires the use of a Secure Token to gain access to the Business Online Banking wire system.
3. Bank shall have no responsibility to verify the Authorized Instructions, if the Authorized Instructions are made in compliance with the Security Procedures selected by Client. However, Bank may (without being required to do so) obtain additional verification of any Authorized Instructions or Cancellation Orders.
4. As long as Bank complies with the Security Procedures, Client shall be responsible for unauthorized Transfer Orders, and shall hold Bank harmless therefrom.
5. Bank may also recognize deviations from stated Security Procedures, if Client has by custom and practice routinely ratified Transfer Orders representing a standard deviation from the Security Procedures.

E. SECURITY PROCEDURES

All capitalized terms used in this Section V.E. and not otherwise defined shall have the meaning of such term as contained in this section.

1. Telephonic Instructions and Verification. A person giving Bank a telephonic Payment Order shall call Bank at the telephone number designated from time to time by Bank for that purpose. The person shall represent herself or himself as an Authorized Initiator by supplying Bank the name of an Authorized Initiator. Bank shall then:
 - a. Obtain from that person the Code assigned to that Client;
 - b. Obtain the Payment Order Data from that person; and
 - c. If requested by Client when it completes Exhibit V-A:
 - i. Request to speak to the Authorized Confirmer; and
 - ii. Obtain the Code assigned to that Client from the person purporting to be the Authorized Confirmer and then confirm the Payment Order by obtaining from that person Payment Order Data regarding the amount of the Payment Order, the beneficiary, and beneficiary's account.
2. Facsimile and Other Written Instructions. A person giving Bank a Payment Order transmitted to Bank by facsimile transmission or by any other writing (excluding e-mail or the electronic service described in Sections V.E.3 and 4) shall transmit the facsimile to Bank at the telephone number or deliver the writing to any Bank location designated from time to time by Bank for those purposes. The person shall represent herself or himself as an Authorized Initiator by supplying the name and signature of an Authorized Initiator on the facsimile or written instruction. Bank shall then:
 - a. Compare the signature on the instruction received to the genuine signature of the Authorized Initiator;
 - b. If requested by Client when it completes Exhibit V-A:
 - i. Request to speak to the Authorized Confirmer; and
 - ii. Obtain the Code assigned to that Client from the person purporting to be the Authorized Confirmer and then confirm the Payment Order by obtaining from that person Payment Order Data regarding the amount of the Payment Order, the beneficiary, and beneficiary's account.
3. Electronic Service Mandatory Security Procedures. A person giving Bank an electronic payment order shall sign in to Bank's online banking site using Client's Bank issued Secure Token, Business Online Banking ID and Business Online Banking Pin. The person shall represent herself or himself as an Authorized Initiator by authenticating their logon to Business Online Banking with their personal Cash Management ID and Cash Management Password and then by further authenticating their wire transfer instructions with their personal Wire Pin. Business Online Banking and Bank shall then:
 - a. Verify that the wire is for an amount not greater than the previously negotiated Company Wire Limit;
 - b. Verify that the wire is for an amount not greater than the Cash Management User ID Wire Limit that was previously established by Client's Electronic Administrator; and
 - c. If requested by Client when it completes Exhibit V-A:
 - i. Request to speak to the Authorized Confirmer; and
 - ii. Obtain the Code assigned to that Client from the person purporting to be the Authorized Confirmer and then confirm the Payment Order by obtaining from that person Payment Order Data regarding the amount of the Payment Order, the beneficiary, and beneficiary's account.

4. **Electronic Service Optional Security Features.** Business Online Banking allows further security measures to be implemented by Client's Electronic Administrator at any time, which are recommended by Bank for use by Client for its added security but are not mandatory.
 - a. The limit for which an Authorized Initiator can initiate a wire can be set at any limit less than or equal to the Company Wire Limit.
 - b. Segregation of duties allows different functions in the Wire Transfer process to be assigned to different parties. The various authority levels are:
 - i. "Define non-rep wires" is the ability to create a new non-repetitive online wire;
 - ii. "Edit non-rep wires" is the ability to make modifications to a previously created non-repetitive wire;
 - iii. "Define rep wires" is the ability to create a new repetitive online wire;
 - iv. "Edit Rep wires" is the ability to make modifications to a previously created repetitive online wire; and
 - v. "Transmit wires" is the ability to give final approval for the instruction to be transmitted to Bank.

5. **Client Errors.** Bank agrees to follow the mandatory Security Procedures set forth herein and any optional security measures it elects to utilize for the purpose of detecting Client errors in the transmission or the contents of Client Payment Orders or communications. Bank further agrees to establish other procedures from time to time to assist in the detection of such errors relating to the amount, identification of parties and duplicate transmissions, but such procedures are provided for Client's convenience only. Bank shall have no duty or obligation to discover or report to Client any such errors, nor shall Bank be liable to Client or any other party for Bank's failure to detect such errors, regardless of the manner in which such Security Procedures are, or are not, applied by Bank.

6. **Code Security.** Bank shall issue lists containing the Codes for Client and will regularly update such list. Dates for which the listing of Codes is to be in effect will appear on each such list. The list shall specify the Codes for use by the Authorized Initiators and Authorized Confirmers of Client. However, Bank shall have no liability to Client if Bank executes a Payment Order originated by an Authorized Initiator or by any person providing the correct Code. The Code list shall be sent, via first class mail, to the Authorized Agent or any other individual as otherwise indicated by Client in writing. It is the sole responsibility of Client to ensure the confidentiality of such Code list and that such Codes are distributed to the proper Authorized Initiators and Authorized Confirmers of Client. Client shall use the highest level of security to protect the Codes and other security measures (including electronic ID's, passwords, and pin's) to ensure the confidentiality thereof. Client shall promptly notify Bank of any suspected breach of security involving the Codes or other security measures, including, without limitation, the actual or suspected misuse, loss, misplacement or unauthorized disclosure of the same. Bank shall be entitled to issue replacement Code lists as Bank, in its sole discretion, shall from time to time deem advisable.

F. DECLINED TRANSACTIONS

Bank may reject a Payment Order if the format of the Authorized Instructions is improper, if Client has not complied with the Security Procedures, if Bank has a concern about the authenticity, authority and accuracy of the Payment Order, if there are not sufficient Available Funds, or if Client is not otherwise in compliance with the terms of this Agreement. If Bank receives a Cancellation Order that does not comply with Security Procedures, Bank may, but shall not be required to, decline to issue the Wire Transfer. Bank has no obligation to originate a Wire Transfer where authorization has been revoked.

G. NOTIFICATION

In the event Bank declines to make a Wire Transfer, or in the event Bank refuses to honor a Cancellation Order, Bank shall make every effort to notify Client before the Cut-off Time by telephone call directed to one of the Authorized Agents at the telephone number provided by Client. If Bank cannot reach Client by telephone after reasonable attempts to do so, Bank may provide notice by e-mail or fax, and such notice shall be mailed to Client on the same Business Day. Bank shall have no obligation to notify Client of Bank's failure to honor any Payment Order for which Bank has received and honored a Cancellation Order that complies with the Security Procedures.

H. CANCELLATION AND AMENDMENT

Bank shall cancel a Payment Order upon receipt of a Cancellation Order that complies with the Security Procedures, provided Bank has not already issued the Wire Transfer. Authorized Instructions may not be amended. Authorized Instructions may be cancelled and new Authorized Instructions may be issued. In all amendments and cancellations, Bank shall have a reasonable time to implement the changes to the prior Payment Order or Cancellation Order, and Bank shall have no liability if the prior orders are executed before Bank can reasonably implement the amendment or cancellation.

I. CLIENT OBLIGATIONS

Client shall be liable to Bank for any Wire Transfer executed pursuant to Authorized Instructions, whether or not actually authorized by Client, which is issued in Client's name and accepted by Bank in compliance with the Security Procedures. Client shall indemnify, defend and hold Bank and its agents and employees harmless from and against any and all claims, damages, liabilities, costs, actions and causes of action including without limitation reasonable attorneys' fees, arising out of: (a) any default by Client under this Agreement, (b) Bank's compliance with Payment Order instructions or Cancellation Orders in accordance with the Security Procedures, or (c) any other action or inaction of Bank pursuant to this Agreement or in compliance with applicable law or regulation.

J. REFUND

In the event a Payment Order of Bank issued in acceptance of Client's Authorized Instruction is not completed for any reason, Bank shall not be required to refund any funds to Client until Bank has received satisfactory confirmation of cancellation of the Wire Transfer. In the case of a refund to Client, Bank may deduct all expenses it may have incurred in connection with the uncompleted transfer, including any losses from currency valuations or fluctuations at the time of the refund.

K. WARRANTIES OF CLIENT

1. Client represents and warrants to Bank that the Authorized Instructions to Bank are for and on behalf of Client, unless otherwise stated.
2. Client will comply with the terms of the Electronics Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A), if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations.

L. LIABILITY OF BANK

Bank shall not be liable to Client for any losses, damages, claims or causes of action arising from:

1. Bank declining to conduct any funds transfer in accordance with Section V.F. regarding declined transactions;
2. the act or omission of any other receiving bank, beneficiary's bank, or other person or entity in connection with a funds transfer initiated by Client and Bank;
3. nonperformance due to strikes, mechanical or electronic breakdowns or other non-functioning of equipment, impossibility of performance, or other circumstances beyond Bank's reasonable control; or
4. losses experienced in the international transfer of funds.

In the event of a mistake in the amount or beneficiary of a Wire Transfer pursuant to Authorized Instructions, which mistake is the result of Bank's gross negligence or willful misconduct, or a funds transfer that is not pursuant to Authorized Instructions and that is not authorized or ratified by Client, Bank shall be liable to Client only for the amount of funds erroneously transferred which is not recovered within a reasonable period of time. In no event shall Bank be liable for incidental, indirect, consequential or special damages. Claims for interest compensation are subject to the National Council for Uniform Interest Compensation (NCUIC) for domestic transactions and the U.S. Council of International Banking (USCIB) rules for international transactions.

M. ACKNOWLEDGMENT BY CLIENT

Client acknowledges that:

1. Client shall be solely liable for any Authorized Instructions received by Bank that are the result of unauthorized use of or access to the Security Procedures, whether by agents or employees of Client by third parties or otherwise.
2. Bank may rely on the identifying number of any intermediary or beneficiary's bank included in Client's Transfer Order as proper and conclusive identification of such intermediary or beneficiary's bank, even though Client's Transfer Order also identifies such intermediary or beneficiary's bank by name; Client shall be responsible for any mistake in such number(s) as provided to Bank and Bank has no duty to verify any identifying number provided by Client.
3. The beneficiary's bank may make payment on Client's Transfer Order on the basis of an identifying or bank account number, even if such number identifies a person other than the beneficiary named in the payment order; Client shall be responsible for any mistake in such number as provided to Bank; and Bank has no duty to verify any identifying or bank account number provided by Client.

VI. POSITIVE PAY

This Part VI governs a Service whereby Client can provide to Bank from time to time a list of checks initiated by Client to enable Bank to verify by check number and amount the checks which Bank will charge to the account of Client. The Authorization Schedule attached to this Agreement as Exhibit VI shall apply to the Services provided under this Part VI; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. STATUTORY DEFINITIONS

Unless otherwise defined in this Agreement, words or phrases shall have the meanings set forth in UCC Article 3- "Negotiable Instruments" and UCC Article 4- "Bank Deposits and Collections."

B. ADDITIONAL DEFINITIONS

In addition to the definitions elsewhere in this Agreement, the terms below are defined as follows for purposes of this Part VI only:

1. "Check Issue Report" means a list of checks, described by at least the Check number and amount, drawn by Client on an Authorized Account provided by Client to Bank by the terms of this Agreement.
2. "Exception Item" means a Presented Check that does not match a check included in a Check Issue Report.

3. "Exception Item Report" means a list of Exception Items, which is provided by Bank to Client by the terms of this Agreement.
4. "Pay Request" means the instruction of Client to Bank ordering Bank to pay an Exception Item.
5. "Presented Check" means a check drawn on an Authorized Account and presented to Bank for payment through the check collection system.
6. "Return Request" means the instruction of Client to Bank ordering Bank not to pay an Exception Item.

C. CHECK ISSUE REPORT

Client shall submit a Check Issue Report to Bank.

1. The Check Issue Report shall accurately state the check number and the exact amount of each check written on each Authorized Account since the last Check Issue Report was submitted.
2. Client shall send the Check Issue Report to Bank in the format and medium, by the deadline(s), at scheduled day(s), and at the place(s) from time to time specified by Bank and agreed to by Client.

D. REPORTING OF EXCEPTION ITEMS

Bank shall compare each Presented Check received by Bank with the Check Issue Report. When checks are presented for payment and for charge to the Authorized Account, Bank:

1. Shall not refuse to pay and charge to the Authorized Account by reason of this Agreement, each Presented Check that matches by check number and amount a check shown in any Check Issue Report;
2. Shall provide to Client an Exception Item Report that specifies the check number and amount of any Exception Items; and
3. Shall send the Exception Item Report to the place(s) specified by Client and in the format and medium, and by the deadline(s), from time to time specified by Bank. The initial format, medium, deadlines and place to submit the Exception Items are contained in the Addendum attached hereto.

E. PAYMENT AND DISHONOR OF EXCEPTION ITEMS

Bank will pay or return Exception Items in accordance with the default option selected by Client for each Authorized Account.

F. PAY DEFAULT

1. This option is selected automatically if Client makes no selection or revokes a selection without making a new default selection.
2. If Client has selected the pay default option to apply to an Authorized Account, Bank shall not refuse to pay and charge to the Authorized Account by reason of this Agreement any Exception Item provided that Client has not objected to such payment in a timely Return Request.
3. A Return Request shall identify each Exception Item Client desires not to pay by the check number and amount and shall instruct Bank to return the Exception Items.
4. The Return Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Client.
5. Bank shall return to the depository bank or presenting party any Exception Item Client instructs Bank to return as provided above.

G. RETURN DEFAULT

1. This option is in effect only if selected by an Authorized Agent in writing and not terminated by Client.
2. If Client has selected the return default option to apply to an Authorized Account, Bank shall return to the depository bank or to the party presenting the check any Exception Item presented for payment on that Account, unless Client instructs Bank to pay the check in a timely Pay Request.
3. The Pay Request shall identify each Exception Item that Client desires to be paid by the check number and amount specified in the Exception Item Report and shall instruct Bank to pay such Exception Items.
4. The Pay Request shall be sent to Bank in the format and medium, by the deadline(s), and at the place(s) specified by Bank and agreed to by Client. Bank shall not refuse to pay and charge to the Authorized Account by reason of this Agreement any Exception Item that Client directs Bank to pay as provided above.

H. CLIENT AND BANK COMMUNICATIONS

Client or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Agreement. The revised communication must

- (a) Be sent in its entirety and not in the form of a partial amendment to the communication originally sent,
 - (b) Identify the original communication, and
 - (c) Be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke and replace the original communication.
1. Bank shall use only Check Issue Reports that comply with this Agreement and have not been terminated as provided herein in the preparation of Exception Item Reports.

2. Client shall use only Exception Item Reports that comply with this Agreement and have not been revoked as provided herein in the preparation of Pay Requests and Return Requests.
3. Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received.
4. Bank is not responsible for detecting any Client error contained in any Check Issue Report, Pay Request or Return request sent by Client to Bank.

I. WRONGFUL HONOR

To the extent applicable, the liability provisions of UCC Articles 3 and 4 shall govern this Agreement, except as modified below.

1. It shall constitute wrongful honor by Bank if Bank pays an Exception Item which it failed to list in a timely Exception Item Report, or if Bank pays an Exception Item listed in a timely Exception Item Report if: (a) Client issued a timely Return Request, or (b) Client selected the return default option and did not issue a timely Pay Request.
2. In the event that there is wrongful honor:
 - a. Bank shall be liable to Client for the lesser of the amount of the wrongfully paid Exception Item or Client's actual damages resulting from Bank's payment of the Exception Item.
 - b. Bank expressly waives any right it may have to assert that Client is liable for the amount of the wrongfully honored Exception Item on the grounds that the Exception Item was properly payable under UCC Section 4-401.
 - c. Bank retains the right to assert Client's failure to exercise reasonable care under UCC Sections 3-406(a) and 4-406(c). Bank's wrongful honor shall however constitute a failure of Bank to have exercised ordinary care under the loss allocation provisions of UCC Sections 3-406(b) and 4-406(e).
 - d. Bank retains the right to assert the defense that Client has sustained no actual damages because Bank's honor of the Exception Item discharged for value a valid indebtedness of Client.
 - e. Client has the duty to mitigate its damages.
 - f. If Bank credits the Authorized Account for a check wrongfully honored, Bank may at its option be subrogated to the rights and claims of Client to recover the wrongfully paid amount from the payee or transferee of the check.

J. WRONGFUL DISHONOR

Except as provided below, it shall constitute wrongful dishonor by Bank if Bank by reason of this Agreement dishonors a check which was not an Exception Item, or if Bank by reason of this Agreement dishonors an Exception Item if: (a) Client issued a timely Pay Request, or (b) Client selected the pay default option and did not issue a Return Request.

1. Bank's liability for wrongful dishonor of an Exception Item shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4.
2. Bank shall have no liability to Client for wrongful dishonor when Bank, acting in good faith, returns an Exception Item:
 - a. That it reasonably believed was not properly payable;
 - b. If there are insufficient Available Funds on deposit in the Authorized Account;
 - c. If required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts; or
 - d. That is otherwise not in conformance with rules, regulations and policies of Bank or applicable to Bank.

K. RIGHTFUL PAYMENT AND DISHONOR

Except as provided below:

1. If Bank honors an Exception Item in accordance with a Pay Request issued by Client, such honor shall be rightful, and Client waives any right it may have to assert the Exception Item was not properly payable under UCC Section 4-401.
2. If Bank dishonors an Exception Item in accordance with the return default option selected by Client or in accordance with a Return Request issued by Client, the dishonor shall be rightful and Client waives any right it may have to assert that the dishonor was wrongful under UCC Section 4-402.
3. Client agrees Bank exercises ordinary care whenever it rightfully pays or returns an Exception Item consistent with the provisions of the Agreement.

L. FAULTY INFORMATION

Bank shall be liable for only actual loss, if any, proximately caused by its honor of a check that was not properly payable or its dishonor of a check that was properly payable if the honor or dishonor occurred because Bank, notwithstanding the provisions of this Part VI:

1. Should show the check as an Exception Item but fails to so; or
2. Shows the check on an Exception Item Report but references the wrong check number unless Bank provides Client with timely correct information or Client has actual knowledge of the error.

In no event shall Bank be liable for any incidental, consequential, special, punitive, or indirect loss or damage which Client may incur or suffer in connection with this Agreement including without limitation loss or damage from wrongful honor or dishonor of a check resulting from Bank's acts or omissions pursuant to this Agreement. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint,

interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. Subject to the foregoing limitations, Bank's liability shall be limited to the extent that Client has incurred a direct loss. Bank's liability for loss of interest shall be calculated by the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. To the extent that Client suffers a loss under the Agreement, Bank assigns to Client any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC Sections 4-207, 4-208, and 4-209.

M. SECURITY PROCEDURES

Client shall comply with the applicable Security Procedures established by Bank, and Bank may reject Check Issue Reports, Pay Requests or Return Requests which are provided to Bank in violation of the Security Procedures. If Bank reasonably complies with the applicable Security Procedures, Client shall be responsible for any unauthorized reports or requests originating from Client and shall hold Bank harmless therefrom.

VII. LOCKBOX

This Part VII governs a Service provided by Bank to process payments and credit Client's Authorized Accounts for payments received in Client's designated Lockbox. The Authorization Schedules attached to this Agreement as Exhibit VII shall apply to the Services provided under this Part VII; however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. DEFINITIONS

In addition to the terms defined elsewhere, the terms below are defined as follows for purposes of this Part VII only:

1. "Lockbox" means a post office box for which Bank will have unrestricted, exclusive access for the purpose of receiving the Payments from Client's obligors.
2. "Mail" means all letters, cards, Payments, and items delivered to the Lockbox.
3. "Payments" mean checks, drafts, money orders, or other instruments evidencing payment, which Bank receives from the obligators of Client.

B. LOCKBOX SERVICES

Bank will establish for Client a Lockbox to which Client may direct the mailing of Payments from Client's obligors. Bank is authorized and instructed to open the Mail, remove the contents and deposit the Payments to the Authorized Accounts.

C. ENDORSEMENT

Bank shall supply the endorsement to credit the Payment to the account of Client. When required by a subsequent holder, Bank is authorized to endorse the item in the name of and on behalf of Client by any of Bank's authorized employees. In instances where the actual endorsement of Client is required, Bank shall forward such items to Client as described below.

D. DEPOSIT

Bank will create a deposit slip for each Payment or series of Payments received and endorsed by Bank, and Bank will deposit the Payments to Client's Authorized Account.

E. TIMING

The Payments will be processed on the Banking Day the Payments are received by Bank. The Payments will be processed and forwarded by Bank for payment through regular banking channels in accordance with Bank's then current procedures.

F. ACCEPTABLE PAYEES

For the Lockbox Address, Client will provide to Bank the names of Acceptable Payees. Bank will make its best efforts to inspect each Payment for the name of the Acceptable Payees and if the check is otherwise capable of being processed. An Acceptable Payee is limited to Client's name and limited variations of Client's name. Client warrants that each Acceptable Payee is either Client or an affiliate of Client. If an Acceptable Payee is an affiliate of Client, then Client also warrants that such Acceptable Payee has authorized checks payable to it to be credited to the Authorized Account designated for a Lockbox Service. Bank may require written authorization from any such Acceptable Payee. Bank may also treat as an Acceptable Payee any variation of any Acceptable Payee's name that is deemed to be reasonable.

G. FORWARDING

Bank shall physically or electronically forward to Client periodically:

1. Any material obtained by Bank other than the Payments and the envelopes containing the Payments;
2. Any item which requires the physical endorsement of Client;
3. Unsigned checks; and
4. Any Payments which Bank believes in its sole judgment contain any material alteration or discrepancy;

Physical Lockbox materials shall be sent to Client through First Class U.S. Mail. Alternative physical delivery methods may be selected by Client, and the cost of such delivery services shall be the responsibility of Client.

H. LIABILITY OF BANK

Bank shall have no liability to Client for any delay, nonperformance, erroneous information, or mishandling of the Payments absent gross negligence or willful misconduct on the part of Bank. Bank does not guarantee specific receipt or collection of Payments within a specific time frame. Bank cannot be responsible for specialized processing of Payments bearing restrictive endorsements, postdated Payments or Payments incorrectly drawn or containing incomplete or ambiguous provisions. Such Payments will be processed or rejected according to Bank's standard operating procedures unless other procedures are agreed to by Bank and Client in writing.

I. RETURNED PAYMENTS

If any of the Payments are returned to Bank unpaid after Bank has forwarded the same for payment, the Payments shall be sent to Client and the unpaid amount shall be charged back to the Deposit Account.

J. COMMUNICATION

Subject to Bank's then existing capabilities and requirements, and for such additional fees as Bank's then existing schedule of fees and services may provide, Bank will forward the daily deposit totals to Client as indicated on the attached Exhibits.

VIII. PAYEXPRESS PAYROLL CARDS

This Part VIII governs Bank's PayExpress Service that allows Client to pay employees and other payees directly depositing payments to their PayExpress accounts. Client's payees can access their funds through ATMs and point of sale (POS) terminals. The Authorization Schedule attached to this Agreement as Exhibit VIII shall apply to the Services provided under this Part VIII; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. PAYEXPRESS FUNDING PROCESS

Client may fund the PayExpress accounts by initiating entries through the Automated Clearing House (ACH) system.

B. CERTIFICATION OF ENROLLMENT INFORMATION

Client must provide Bank information on each payee who wishes to open a PayExpress account. Each time Client provides Bank with such information, Client certifies that the following statements are true and accurate as of such date:

1. The payee is entitled to receive payments issued by Client, and is otherwise qualified to participate in the PayExpress program.
2. All information provided by Client about the payee is correct including but not limited to the payee's date of birth, address, and social security number or other identifying information contained in another form of identification issued by a governmental entity.
3. If the payee is to receive wage payments through a PayExpress account, the payee is legally employable in the United States of America.
4. Client has provided the payee the explanatory PayExpress Service information provided to Client for that purpose, and the payee has authorized the transfer of wages to the PayExpress account.
5. The payee has not cancelled the authorization to transfer the wages to the PayExpress account.

Client agrees to notify Bank promptly of any changes to the payee enrollment information that was provided by it for this Service.

C. FEES

Fees for PayExpress card will be charged to Client's Authorized Account. Client may pass the fee to the payee at its discretion.

D. CARD AND PIN DELIVERY

Bank will automatically deliver both the PayExpress card and PIN to Client at Client's address provided on the Master Authorization unless Client directs Bank to deliver the card and PIN to the payee at the address provided on the New Account Worksheet.

E. ADDITIONAL LIMITATION OF LIABILITY

Bank will not be liable or otherwise responsible if the payee or others assert a claim against Bank, Client or any other party due to an inability to withdraw all funds at an ATM for any reason, including limitations on the denomination and number of bills dispensed by ATMs.

F. PROMOTIONAL MATERIALS

Bank will provide the payee with disclosures and other explanatory documents that include all fees associated with the PayExpress account. Client agrees to obtain Bank's prior written consent if Client elects to promote the PayExpress service using materials (in any format) other than the documentation Bank provides to Client for that purpose.

G. NOTIFICATION OF CHANGE IN EMPLOYMENT

Client agrees to provide Bank with written notification of the termination of employment of any employee with a PayExpress account or termination of the need for a PayExpress account for any other payee. Upon notification, the account will be closed and a check for any remaining funds in the account mailed to the payee at the current address verified by Client.

IX. TARGET BALANCE ACCOUNTS

This Part IX governs the balance transfers between Subordinate Accounts and a Master Account established by Client with Bank in amounts necessary to maintain target balances in the Subordinate Accounts. The Authorization Schedule attached to this Agreement as Exhibit IX shall apply to the Services provided under this Part IX; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. DEFINITIONS

In addition to terms defined elsewhere, the terms below are defined as follows for purposes of this Part IX only:

1. "Master Account" means an account at Bank owned by Client and designated to provide or receive internal funds transfers to or from the Subordinate Accounts.
2. "Subordinate Account" means an account at Bank owned by Client and designated to be brought periodically to a target balance pursuant to this Addendum.

B. TRANSFER SERVICES

Bank shall transfer funds between the Master Account and the Subordinate Accounts to adjust the balances in the Subordinate Accounts as provided in the Exhibits attached to this Agreement. If the designated balance in the Subordinate Account exceeds the target balance, then the excess funds will be debited from that account and credited to the Master Account. If the balance in the Subordinate Account is less than the target balance, then the required funds will be debited from the Master Account and credited to the Subordinate Account.

C. FREQUENCY AND BALANCES

Bank is authorized and directed to transfer funds between the Master Account and the Subordinate Accounts on a daily basis or as frequently as set forth herein or in attached Exhibit I-Xs to bring the Available Balance Exhibits of the Subordinate Accounts to the value designated on the attached Exhibit I-X.

D. CHANGES TO DIRECTIONS

Client may change these directions at any time by delivering Authorized Instructions to Bank. Changes to these instructions shall be implemented by Bank within a reasonable time after Bank's receipt of the new Authorized Instructions.

E. AVAILABLE FUNDS

Client is responsible for maintaining Available Funds in the Master Account in an amount to cover checks and other debit items presented to the Subordinate Accounts. If there are insufficient Available Funds in the Master Account to cover the total amount of checks and other debit items presented to the Subordinate Accounts, Bank may return the checks or items to the parties who presented them for payment.

F. BANK RULES AND REGULATIONS

All services to be provided hereunder shall be in accordance with, and further subject to, Bank's then applicable rules and regulations which apply to the Authorized Accounts and to such further policies and procedures with regard to the services provided hereunder as may be communicated to Client from time to time in writing.

X. SWEEP ACCOUNTS

NOTICE: THE INVESTMENT OPTIONS OFFERED BY FIRST FIDELITY BANK THROUGH STABLE CUSTODY GROUP LLC OR THE TRUST DEPARTMENT OF FIRST FIDELITY BANK ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

This Part X governs any Sweep Account established by Client with Bank, whereby Client authorizes Bank to transfer funds on an automated basis to and from a demand deposit account ("DDA") and a designated investment device account. The form of Authorization Schedule attached to this Agreement as Exhibit X applicable to the different types of Sweep Accounts that may be established by Client with Bank shall apply to the Services provided under this Part X; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule, from time to time, or to issue new forms of Authorization Schedules for different types of Sweep Accounts that may become available. Funds will be transferred between the DDA and investment device account so that:

1. To the extent funds are available in either account, (a) Client's DDA maintains an average collected balance equal to a pre-established balance; and (b) any collected funds in the DDA that exceed the pre-established balance are invested by Bank as directed by Client in accordance with the attached Exhibit X or otherwise in writing. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Client's DDA equals the pre-established balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA upon maturity. Bank may limit the amount of excess collected funds that it will invest on behalf of Client on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the pre-established balance on a particular Business Day.
2. Bank is authorized to execute as Agent for Client all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for its gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Client which in Bank's judgment may subject it to liability, or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.
3. Client may, by written instrument executed by Client and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.
4. If Client chooses to invest excess balances in the Stable Custody Group LLC Cash Sweep or the Trust Department of First Fidelity Bank, Client agrees to execute such agreement with Bank, as Bank may require from time to time.

XI. DEMAND DEPOSIT MARKETPLACE (DDM)

INTRODUCTION

The Demand Deposit MarketplaceSM Program ("the Program") is offered by ("First Fidelity Bank"), an FDIC insured bank, as an option to sweep any amount on deposit at First Fidelity Bank that exceeds the target balance agreed upon between you and First Fidelity Bank ("Target Balance") to other insured accounts at FDIC member banks. Your funds will be deposited in money market deposit accounts ("MMDA") with those receiving banks ("Receiving Banks" or "banks", and your funds in these banks are hereinafter referred to as "Program Deposits"), subject to the limitations described herein. By selecting the Program, you appoint First Fidelity Bank as your authorized agent pursuant to the Terms and Conditions set forth herein. Stable Custody Group II LLC ("Stable") operates the Program as an administrator, with Reich & Tang Deposit Solutions, LLC ("R&T") as a service provider to Stable. There is no minimum amount required as an initial or subsequent deposit.

By participating in this Program, you can increase the FDIC protection on your deposit while continuing to process all your transactions with a single bank relationship. From time to time, First Fidelity Bank will notify you of the maximum amount of FDIC insurance protection available on your Program Deposits. Such maximum amount will depend on the number of Receiving Banks in the Program and the number of Receiving Banks that you exclude from holding your Program Deposits, and so may change from time to time.

YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING FIRST FIDELITY BANK TO DIRECT THE AMOUNT OF YOUR FUNDS ON DEPOSIT WITH FIRST FIDELITY BANK THAT EXCEEDS THE TARGET BALANCE AGREED UPON BETWEEN FIRST FIDELITY BANK AND YOU TO THE PROGRAM DEPOSITS AT THE RECEIVING BANKS THROUGH STABLE.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS WITH RESPECT TO INTEREST RATES IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL FIRST FIDELITY BANK.

SUMMARY OF TERMS AND CONDITIONS

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

A Summary of the Program: Stable operates the Program, and First Fidelity Bank acts as your agent. If you choose to participate, First Fidelity Bank will sweep any amount on deposit at First Fidelity Bank that exceeds the Target Balance to the Receiving Banks, with no single bank holding deposits of yours in excess of the FDIC-insured limit, subject to the limitations described herein. You receive interest on your Program Deposits at the rate established by First Fidelity Bank.

FDIC Insurance: Your funds are deposited into MMDAs at multiple Receiving Banks in a manner designed to remain within the \$250,000 FDIC insurance for each Receiving Bank, which in the aggregate increases the amount of FDIC protection available to you. Stable allocates your funds among the Receiving Banks to maximize FDIC deposit insurance coverage. FDIC coverage is available up to its standard maximum deposit insurance amount ("SMDIA"), which is \$250,000 per legal category of account ownership at each bank when aggregated with all other deposits held by you in the same bank and in the same legal category of account ownership.

Stable reserves the right to change the banks in the Program and the number of banks to which your funds may be directed, providing you with more or less total coverage under the Program, at Stable's discretion from time to time. Stable will notify First Fidelity Bank if it changes the amount of total coverage available to you under the Program.

Stable has standing instructions with each bank to ensure that Stable maintains control over your funds at all times. Stable allocates among the Receiving Banks to maximize FDIC coverage. However, any money that you hold outside the Program at a Receiving Bank will impact your FDIC coverage as neither Stable, First Fidelity Bank nor any Receiving Bank monitors or takes any responsibility for money you may have at a Receiving Bank outside the Program. You are solely responsible for monitoring this. As such, you should review the attached list of Receiving Banks carefully. In addition, a list of Receiving Banks holding your money will be noted on your monthly account statement. The list of Receiving Banks may change from time to time, and you may contact First Fidelity Bank directly to obtain the most recent list. You have the right to instruct First Fidelity Bank not to allocate your money to a particular Receiving Bank. See Sections III.G, FDIC Deposit Insurance: Operations and Limitations, and III.H, Ability to Exclude Receiving Banks.

Access to Funds: You will access funds through your deposit accounts at First Fidelity Bank. In the event of the failure of First Fidelity Bank, you may access your funds by contacting the receiver of First Fidelity Bank. As explained in Section III.L, Account Statements, your account statements will list the names of the Receiving Banks holding your money and your month-end balance. See Section III.F, Withdrawals.

Determination of Interest Rates: Your interest rate on funds deposited through the Program is set by First Fidelity Bank. Contact First Fidelity Bank with any questions about your rate. See Section III.K, Interest and Fees.

Stable's Fees: Stable earns fees based on the amount of money in the Program, including your money. See Section III.K, Interest and Fees.

Risks of the Program: Receiving Banks are permitted to impose a seven-day delay on any withdrawal request. In the event of a failure of a Receiving Bank, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Bank outside the Program, this will negatively impact the availability of FDIC insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Bank exceed the then current SMDIA of such bank, the excess funds are not covered by the FDIC deposit insurance.

On each business day, First Fidelity Bank will sweep the deposit balances that exceed the Target Balance, and transfer the funds to the Program on the following business day. Stable will allocate such funds to a number of Receiving Banks to maximize FDIC insurance. As a result, such funds may be uninsured on the day of the sweep because they remain in First Fidelity Bank overnight. However, the funds will be insured once they are transferred to the Program. Similarly, when your funds are swept to the Program to the extent they exceed the current SMDIA, they will be uninsured for a limited period of time, generally intraday, but on occasion overnight or over the weekend.

DETAILED TERMS AND CONDITIONS

A. ACCOUNT ELIGIBILITY

This Program is available to individuals and all other entities, including corporations, eligible to maintain a bank deposit. In order to obtain FDIC insurance in the Program, you must provide proper tax identification information to First Fidelity Bank.

B. DIFFERENCES BETWEEN DEMAND DEPOSIT MARKETPLACE PROGRAM DEPOSITS & MONEY MARKET FUNDS

Your Program Deposits are held in a MMDA at a FDIC-insured bank, and is a FDIC-insured deposit. A “money market mutual fund” or “money market fund” is not a deposit at an FDIC-insured bank but is instead an investment in debt instruments issued by various entities and, as such, is not FDIC insured. The Program Deposits available through the Program are held in MMDAs at Receiving Banks insured by the FDIC and regulated under various federal or state banking laws and regulations. Please call First Fidelity Bank for additional information.

C. RELATIONSHIP WITH STABLE

Stable is acting as First Fidelity Bank’s agent, and First Fidelity Bank is acting as your agent in establishing and maintaining bank deposit accounts at other Receiving Banks. When you enroll in the Program, you appoint First Fidelity Bank as your custodial agent to effect deposits to and withdrawals from accounts in the Receiving Banks. Stable determines into which Receiving Bank(s) your money will be deposited to maximize the amount of FDIC insurance available to you.

D. INFORMATION ABOUT STABLE

Stable is a Delaware limited liability company. Stable itself is not a bank, broker-dealer, or investment adviser. None of the Receiving Banks is an affiliate of Stable.

E. DEPOSITS

By enrolling in the Program, you consent to have First Fidelity Bank automatically sweep the excess funds over the Target Balance to the Program on a daily basis. Then Stable will deposit the funds to one or more omnibus deposit accounts maintained at the Receiving Banks held in the name of "Stable Custody Group II LLC as Agent for its Demand Deposit Marketplace Participating Banks as Agent for Demand Deposit Marketplace Customers and for others.”

Your account ownership will be evidenced by an entry on records maintained by Stable acting on behalf of First Fidelity Bank for each of the Receiving Banks at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, your account statement will reflect all deposits, withdrawals, name of each Receiving Bank that holds your funds, deposit balance(s) and interest rate.

Your funds intended for deposit into the Program must be placed through First Fidelity Bank and cannot be placed directly by you with Stable or any of the Receiving Banks. Only balances transferred by First Fidelity Bank and allocated by Stable will be eligible for inclusion in a Program Deposit.

F. WITHDRAWALS

You consent to have your money on deposit at the Receiving Bank(s) automatically withdrawn from the Receiving Bank accounts in the event your balance at First Fidelity Bank drops below the Target Balance. Withdrawals from your Program Deposits are made through First Fidelity Bank and cannot be made directly by you through Stable or any of the Receiving Banks. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your deposit account at First Fidelity Bank are processed through your deposit account held at First Fidelity Bank rather than through the Program Deposits. For this reason, the Program will not be able to fund your withdrawal request until the following business day after you make the withdrawal request. In the event Receiving Banks fail to effectuate money movement as instructed by Stable or are closed due to holidays or other events, the funding of your withdrawal requests may be further delayed. However, if First Fidelity Bank chooses, it may fund your withdrawal on the same day when you submit the request. Please contact First Fidelity Bank directly regarding its policies on funding withdrawal requests on the same day.

G. FDIC DEPOSIT INSURANCE: OPERATION AND LIMITATIONS

Your Program Deposits are swept into accounts at the Receiving Banks to provide you with up to \$250,000 of FDIC insurance per Receiving Bank, subject to certain exceptions described herein. The \$250,000 limit includes your principal and posted accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Bank. The FDIC protects you against the loss of your insured deposits in the event a Receiving Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. Specifically, FDIC deposit insurance coverage is available for your Program Deposits up to the FDIC SMDIA, which is \$250,000 per legal category of account ownership at each participating Receiving Bank when aggregated with all other deposits held by you in the same Receiving Bank and in the same legal category of account ownership.

There may be times when your Program Deposits deposited into the Program in a single day, for a limited amount of time, generally intraday but on occasion overnight or over the weekend, are held at one Receiving Bank, and any amount in excess of the then current SMDIA will not be covered by FDIC deposit insurance. In addition, on each business day, First Fidelity Bank will sweep the deposit balances that exceed the Target Balance to the Program, and Stable will allocate the funds to the Receiving Banks on the following business day. As a result, until such funds are swept to the Program, they will be uninsured to the extent they exceed the then current SMDIA. The funds will be insured on the following business day once transferred to the Program.

Stable allocates your deposits among Receiving Banks to maximize FDIC protection and may limit deposits at a single Receiving Bank to less than \$250,000. The maximum amount of Program Deposits eligible for FDIC deposit insurance coverage at each Receiving Bank shall not exceed the then current SMDIA per legal category of account ownership less any funds that you may hold outside of the Program in the same legal category of account ownership. For example, based on the current SMDIA of \$250,000 per legal category of account ownership per Receiving Bank, and provided that you do not hold any funds on deposit outside of the Program at the same Receiving Bank, your maximum insurance coverage is capped at \$250,000 per Receiving Bank per legal category of account ownership.

Since First Fidelity Bank, the Receiving Banks and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Bank, that money will not be taken into account in determining whether to allocate your money in the Program to a particular Receiving Bank. Therefore, you are responsible to monitor the list of Receiving Banks that hold your deposits and notify First Fidelity Bank to exclude any particular Receiving Bank from receiving your funds.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Bank A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured by the FDIC.

A number of factors can affect your insurance coverage, including bank mergers. Because neither First Fidelity Bank, Stable nor the Receiving Bank would be aware of deposits made by you outside of this Program, you are responsible for monitoring the total amount of all deposits you have at each Receiving Bank for purposes of calculating your FDIC coverage. Considering the current SMDIA is \$250,000, Stable will use its best efforts to ensure that no more than \$250,000 of your funds will be deposited in any single Receiving Bank. If for any reason the amount of your Program Deposits at a Receiving Bank exceeds the then current SMDIA, the excess funds will not be insured by the FDIC. Neither Stable nor First Fidelity Bank is responsible for any insured or uninsured portion of your deposits in any of the Receiving Banks.

In the event that a Receiving Bank that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a bank as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

H. ABILITY TO EXCLUDE RECEIVING BANKS

You will receive a list of Receiving Banks that hold your deposit in your monthly statement. You may also contact First Fidelity Bank to obtain the most recent list of Receiving Banks. You may exclude any Receiving Bank from receiving funds from you under the Program by notifying First Fidelity Bank. You can obtain publicly available financial information concerning any of the Receiving Banks at www.ffiec.gov/nic or by contacting the FDIC Public Information Center by mail at 801 17th Street, N. W., Room 100, Washington, D.C. 20434 or by phone at 877-ASK-FDIC (877-275-3342). Neither Stable nor First Fidelity Bank is responsible for any insured or uninsured portion of any deposits at any Receiving Bank or guarantees the financial condition of any Receiving Bank or the accuracy of any publicly available financial information concerning a Receiving Bank.

I. YOUR RESPONSIBILITY TO MONITOR YOUR DEPOSIT OR INVESTMENT OPTIONS

Neither Stable nor First Fidelity Bank has any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by calling First Fidelity Bank.

J. RECEIVING BANKS

A list of the current Receiving Banks accompanies these Terms and Conditions. Each Receiving Bank is a separate FDIC-insured depository institution. Stable may include additional Receiving Banks, delete Receiving Banks, and determine the order of Receiving Banks at its discretion. Your funds in the Program will be automatically deposited in any one of the Receiving Banks, in any order, that Stable determines is appropriate. Stable may transfer balances between Receiving Banks at its discretion.

The omnibus Demand Deposit Marketplace MMDA, established by Stable on behalf of First Fidelity Bank which acts as your agent, constitutes a direct obligation of the Receiving Bank and is not directly or indirectly an obligation of Stable or First Fidelity Bank. In the event a Receiving Bank rejects additional deposits, withdraws entirely, or is terminated from participation, then you hereby authorize and direct Stable, as an agent of First Fidelity Bank, and First Fidelity Bank, as your agent, to move your deposit to another FDIC-insured Receiving Bank.

Under federal regulations, Receiving Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a MMDA. While the Receiving Banks have not indicated their intention to implement such a policy, a Receiving Bank may choose to do so at any time.

K. INTEREST AND FEES

The interest rate paid to you is determined by First Fidelity Bank. The interest rate applicable to your Program Deposits will be stated on your account statement. Contact First Fidelity Bank to obtain the current interest rate being paid to customers, the names of the Receiving Banks, your account balances at each of the Receiving Banks as of the most recent business day, and other account information.

Each Receiving Bank pays Stable a fee for its services related to your deposit account at that particular Receiving Bank. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Banks directly, through other types of accounts at First Fidelity Bank, or with other depository institutions in comparable accounts. You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time.

L. ACCOUNT STATEMENTS

You will receive a periodic account statement from First Fidelity Bank or, if requested by First Fidelity Bank, from Stable. All activity with respect to your Program Deposits, including interest earned for the period covered and a list of Receiving Banks that hold your Program Deposits, will appear on your statement, including the total of your opening and closing Program Deposit balances. You will not receive a separate statement from the Receiving Banks. Your periodic account statement will be mailed monthly, provided you have deposit and/or withdrawal activity in your account. If no such activity has occurred, an account statement will be sent quarterly. You should retain all account statements.

You must notify First Fidelity Bank immediately of any discrepancies noted on your account statement and in no event later than thirty (30) days after the date of the account statement on which the problem or error first occurred.

M. Tax Reporting

The interest that you receive from your Program Deposits is generally fully subject to state and federal tax. An I.R.S. Form 1099, a Tax Information Summary, will be sent to you by First Fidelity Bank each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States or Canada.

N. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the current standard maximum deposit insurance amount (SMDIA) (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at <http://www.fdic.gov/quicklinks/consumers.html>.

O. BUSINESS CONTINUITY

In the event you are unable to contact First Fidelity Bank due to a business interruption event, such as a natural disaster, you may contact R&T at 866-237-2752 for account information.

P. OTHER TERMS

Limits on Certain Deposit Accounts: Federal banking regulations limit the transfers from MMDA to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Banks. These limits on transfers will not limit the number of withdrawals you can make from your Program funds, the interest rate you earn or the amount of FDIC insurance coverage for which you are eligible.

Inactive Accounts: Stable and the Receiving Banks may be required by law to turn over (escheat) funds in your Demand Deposit Marketplace MMDA to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds.

Transferability: The Program Deposit may not be transferred by you except by a change in ownership of the linked deposit account with First Fidelity Bank. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding on Stable or the Receiving Banks unless and until sufficient, acceptable documentation has been received.

Termination: Stable may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your deposit account at First Fidelity Bank, your associated Program Deposit account will also be closed and your funds will be distributed out through your deposit account at First Fidelity Bank.

Ordinary Care: Any failure by Stable or any Receiving Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: You agree that Stable, the Receiving Banks, First Fidelity Bank and their service providers will share information concerning you and your accounts in connection with providing the services contemplated by these Terms and Conditions, and may disclose information about your Program Deposit balances and transactions to any affiliate of Stable and in accordance with applicable laws, Stable's Privacy Policy and customary banking practices. You agree that Stable, the Receiving Banks, First Fidelity Bank and their service providers may obtain such information as may be necessary for legitimate business needs in connection with the operation of the Program. For information regarding the collection, processing and use of your personal information and your rights to limit the use and disclosure of such information, you should refer to the Stable Privacy Policy provided to you in connection with enrolling in the Program and available online at www.ReichandTang.com.

Alternatives to the Program: By your enrollment in the Program, you agree to the terms provided herein. You understand that, at any time, you may withdraw your consent to participate in the Program. If you withdraw your consent, the cash held through the Program will be credited to your deposit account at First Fidelity Bank.

Days of Operation: The Demand Deposit Marketplace sweep program offered through Stable will operate on all days when the Federal Reserve Bank of New York is open for business.

Tax Withholding: Stable may be required to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on accounts held by entities (individuals or corporations) that are neither citizens nor residents of the United States, except for Canadian residents, are not subject to withholding tax. Consult your tax advisor.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

Legal Process: Stable, First Fidelity Bank, and the Receiving Banks may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Stable may notify you of such process by telephone, electronically or in writing. If Stable is not fully

reimbursed for its record research, photocopying and handling costs by the party that served the process, Stable may charge such costs to your Program Deposits, in addition to its minimum legal process fee. You agree to indemnify, defend and hold Stable, First Fidelity Bank, and the Receiving Banks harmless from all actions, claims, liabilities, losses, costs, attorney's fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Stable, First Fidelity Bank, and the Receiving Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

Q. GENERAL

Amendment: Stable may modify these Terms and Conditions at any time, upon notice to you.

Waiver: Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Severability: If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Entire Agreement: These Terms and Conditions and any other documents provided by Stable (including through First Fidelity Bank) to you in connection with the Program constitute the entire agreement among Stable and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, among Stable and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, STABLE MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT. In the event of any inconsistency between a provision of these Terms and Conditions and a provision of any such other documents, the provision of these Terms and Conditions shall prevail.

Binding Effect: These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable and R&T shall be third party beneficiaries hereof.

Governing Law: These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that Stable is not required to notify you of a change in those rules, except to the extent required by applicable law.

Disputes: Except to the extent otherwise provided by applicable law, any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the courts of the State of New York in the City of New York, or in the United States District Court for the Southern District of New York, and you and Stable hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS.

Interpretative Provisions: The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Terms and Conditions, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. References to any document provided by Stable to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

XII. MAXIMUM ASSET MANAGEMENT

This Part XI governs a Service provided by Bank in the event Client has previously entered into a promissory note (the "Note") and other loan documents pursuant thereto (the "Loan Documents") with Bank, and Client maintains a deposit account with Bank (the "Account") into which Bank deposits advances on the Note and from which Bank takes payments on the Note on an automated basis. The Authorization Schedule attached to this Agreement as Exhibit XI shall apply to the Services provided under this Part XI; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

1. At the end of each banking day, Bank will review the collected balance in the Account. If there are collected funds in excess of the target balance in the Account (the "Target Balance"), Bank may apply the excess funds in incremental amounts to the repayment of the Note as described therein and in the Loan Documents. If the collected balance falls below the Target Balance, Bank may advance on the Note in incremental amounts and credit such advance to the Account to restore the Target Balance.
2. Any advance on the Note into the Account or payment made from the Account by Bank under the terms of this Agreement is deemed to be authorized and requested by Client as if a request therefor was actually signed by Client and delivered to Bank. The procedures set forth herein are for the convenience of Client and does not diminish in any manner Client's obligations and responsibilities under the Loan Documents or the documents establishing the Account ("Account Documents").
3. Client hereby agrees and acknowledges that Bank has no obligation or responsibility to make any advance into the Account except as may be described in the Loan Documents. Any items presented for payment against insufficient collected funds in the Account may be returned by Bank.
4. The Automated Borrowing Sweep Service may be used in conjunction with the Target Balance Accounts Service described in Part IX and the Sweep Accounts Service described in Part X.
5. This Agreement is in addition to, and not in lieu of the Loan Documents, Account Documents and other written agreements between Client and Bank made in connection with the Note or the establishment and operation of the Account. If the terms of this Agreement conflict with the terms of such Loan Documents, Account Documents or other written agreements, the terms of this Agreement control only to the extent necessary to resolve the conflict. This Agreement, the Loan Documents, Account Documents and other written agreement described above constitute the entire agreement between the parties hereto, and there are no other agreements, understandings, warranties or representations between the parties other than those set forth herein and therein.

XIII. ELECTRONIC DEPOSIT (ED)

This Part XII governs Bank's Electronic Deposit Service (ED), also known as Remote Deposit Capture, whereby Client authorizes the imaging of its check payments in an approved location of Client's choosing which is not on the premises of Bank, and further authorizes the electronic presentation of the imaged checks for deposit into the designated accounts of Client maintained with Bank. The Authorization Schedule attached to this Agreement as Exhibit XII shall apply to the Services provided under this Part XII; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

A. DEFINITIONS

In addition to terms defined elsewhere, the terms below are defined as follows for purposes of this Section XII only:

1. "Authorized Accounts" means an account of Client at Bank which is designated by Client to be subject to this Agreement.
2. "Authorized Deposit" means an immediately executable order to Bank from an Authorized Representative to deposit Electronically Presented Checks in an approved format into an Authorized Account in a manner approved by this Agreement.
3. "Authorized Representative" means a person designated by Client to initiate funds transfers or otherwise act for Client in connection with the Remote Deposit Capture Service, to the limit of his or her stated authority.
4. "Banking Day" or "Business Day" shall mean that part of any day on which Bank is open to the public for carrying on substantially all of its banking functions; any reference to time of day shall mean and refer to Central Standard Time or Central Daylight Savings Time, whichever may be in effect on the day in question.
5. "Cancellation Order" means an unconditional, timely, immediately executable order to Bank to cancel a prior Electronic Deposit, which is received by Bank from an Authorized Representative in a manner approved by this Agreement.
6. "Cutoff Time" means the time by which Authorized Instructions must be received by Bank to permit Bank to transfer funds on the same Business Day.
7. "Electronic Deposit" means an Authorized Deposit of Electronically Presented Checks into an Authorized Account.
8. "Electronically Presented Checks" mean checks or drafts which Client has converted to an electronic image in an Approved Format, and in a manner approved by this Agreement, and which Client has presented to Bank for deposit in a manner approved by this Agreement.

9. "Security Procedures" mean the measures adopted by Bank and Client including those described in any attached Schedule, to ensure the authenticity, authority and accuracy of an Electronic Deposit.

B. ELECTRONIC DEPOSITS

Bank shall accept Authorized Deposits of Electronically Presented Checks from Client through intermediaries as approved in this Agreement in accordance with the terms and provisions of this Agreement.

C. ACCOUNTS AND AGENTS

Client shall provide Bank with written notice on Bank approved forms of the Authorized Accounts which shall be subject to this Agreement. Client shall provide to Bank on Schedule A attached hereto, a designation of Authorized Representatives who have been empowered by Client to initiate Electronic Deposits hereunder. Any changes of Authorized Representatives shall be in writing, signed by a duly designated Authorized Agent of Client, and will provide reasonable prior notice for Bank to change its records.

D. TIMING

Bank shall accept the Electronic Deposits provided hereunder on the Business Day on which Authorized Instructions are received. If the Electronic Deposit is received after the Cutoff Time, Bank shall initiate its Payment Order on the next Business Day.

E. SECURITY

Client shall comply with Client Obligations and Covenants set forth in Sections XII.H. and I., respectively, and Bank may reject Electronic Deposits which do not conform to the Security Procedures.

1. Bank shall have no responsibility to verify the Electronic Deposits, if the Electronic Deposits are made in compliance with Client Obligations and Covenants and this Agreement. However, Bank may (without being required to do so) obtain additional verification of any Electronic Deposit, which causes concern.
2. As long as Bank complies with Client Obligations and Covenants, Client shall be responsible for unauthorized Electronic Deposits, and shall hold Bank harmless therefrom.
3. Bank may also recognize deviations from stated Client Obligations and Covenants, if the Company has by custom and practice routinely ratified Electronic Deposits representing a standard deviation from Client Obligations and Covenants.
4. Client is solely responsible for maintaining its own internal information security and agrees to use appropriate caution in selecting any company or individual given access to use one or more of the Services. Client shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.

F. DECLINED TRANSACTIONS

Bank may reject an Electronic Deposit if the format of the transmission is improper, if Client has not complied with the Security Procedures, if Bank has a concern about the authenticity, authority and accuracy of the Electronic Deposit, or if Client is not otherwise in compliance with the terms of this Agreement. If Bank receives a Cancellation Order that does not comply with Security Procedures, Bank may, but shall not be required to, reject the Electronic Deposit. Bank has no obligation to process an Electronic Deposit if authorization has been revoked.

G. NOTIFICATION

Bank shall have no obligation to notify Client of Bank's failure to accept an Electronic Deposit for which Bank has received and honored a Cancellation Order that complies with the Security Procedures.

H. CLIENT OBLIGATIONS

Client shall indemnify, defend and hold Bank and its agents and employees harmless from and against any and all claims, damages, liabilities, costs, actions and causes of action including without limitation reasonable attorneys' fees, arising out of: (a) any default by Client under this Agreement, (b) Bank's acceptance and processing of an Electronic Deposit in accordance with the Security Procedures, or (c) any other action or inaction of Bank pursuant to this Agreement or in compliance with applicable law or regulation. Client agrees to provide current financial information as required by Bank and authorizes Bank to make inquiries as to the creditworthiness of Client including through credit reporting agencies.

I. CLIENT'S COVENANTS

Bank shall make available to Client a license to use the software to scan, verify, quantify and transmit the Electronically Presented Checks to Bank. Client agrees that the software, is licensed to Bank and sublicensed to Client. Client acknowledges that the software license ownership is retained by Bank, as well as all copies of the software code provided to Client. Client agrees:

1. Not to reverse engineer, decompile, disassemble, modify, translate, create derivative works, or make any attempt to discover the source code of any software from which the software or System is comprised;

2. Not to remove obscure, or alter the software provider's proprietary notices, disclaimers, trademarks, or other proprietary rights;
3. Not to copy the software, except for archive purposes consistent with the Client's licensee's archive procedures;
4. Not to transfer the software to a third party;
5. Not to export the software or underlying technology in contravention of applicable U.S. and foreign export laws and regulations;
6. Not to use the software other than in connection with the use of Bank's services which utilize the host system; and
7. To be bound by the limitations of liability set out herein and agrees that Client is a third party beneficiary of the end user license agreement covering this Bank provided software and that the provisions related to the software are made expressly for the benefit of, and are enforceable by the third party software provider.

J. WARRANTIES OF CLIENT.

Client represents and warrants to Bank that:

1. Client is the holder of all checks or drafts transmitted for deposit hereunder;
2. Any prior endorsements on the back of the checks or drafts are genuine and authorized;
3. After imaging, the checks and drafts will be accounted for, stored in secure storage, retained for 60 days, and then destroyed;
4. No checks or drafts whose image is presented for deposit according to the terms hereof will be deposited more than once, either by additional imaging or by depositing the original check or draft independently of the Electronic Deposit.

K. LIABILITY OF BANK.

Bank shall not be liable to Client for any losses, damages, claims or causes of action arising from:

1. Bank's declining to accept any Electronic Deposit in accordance with the terms of this Agreement;
2. The act or omission of any other depository, intermediary, presenting or drawee bank, beneficiary's bank, the Federal Reserve or other person or entity providing funds transfer, presentation, clearing or settlement services in connection with an Electronic Deposit initiated by Client; or
3. Nonperformance due to strikes, mechanical or electronic breakdowns or other non-functioning of equipment, impossibility of performance, or other circumstances beyond Bank's reasonable control.

In the event of an error in processing an Electronic Deposit, which error is the result of Bank's negligence or willful misconduct, Bank shall be liable to Client only for the amount of the Electronic Deposit which the error wrongfully kept from Client's Authorized Account which is not credited within a reasonable period of time. In no event shall Bank be liable for incidental, indirect, consequential or special damages.

Client shall promptly furnish written proof of any loss attributable to an improperly credited Electronic Deposit to Bank in writing and shall provide all reasonable assistance to Bank in recovering any loss. If Client is reimbursed for any loss by Bank, Bank shall be subrogated to all rights of Client related thereto.

L. ACKNOWLEDGMENT BY CLIENT.

Client acknowledges that:

1. Client shall be solely liable for any Electronic Deposit received by Bank that is the result of unauthorized use of or access to the Security Procedures, whether by agents or employees of Client by third parties or otherwise.
2. Client shall only use the software provided by Bank.
3. Bank has obtained a license of the software and has the permission to sublicense the software to Client pursuant to the terms of this Agreement. Bank makes no warranty or representation concerning the operation, reliability, effectiveness or security of the software, except to pass through any warranty made by the software provider. Bank makes no representation about the warranties of the third party software provider.
4. All implied warranties are expressly disclaimed by Bank and that the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed herein.

M. APPLICABILITY OF REGULATION CC

The availability of funds in the Accounts will be governed by Regulation CC. In the event of any conflict between the provisions of Regulation CC and the provisions hereof, the provisions of Regulation CC shall be controlling.

N. EQUIPMENT

Bank will provide the standard equipment needed by Client to electronically deposit checks. High speed scanning equipment is available at an additional fee to be determined upon selection of Services and applicable equipment.

XIV. QUICKDISC

The Authorization Schedule attached to this Agreement as Exhibit XIV shall apply to the provision by Bank to Client of a monthly download of account information on a CD-ROM in lieu of a monthly statement; provided, however, Bank reserves the right to supplement or replace such form of Authorization Schedule from time to time.

First Fidelity Bank

Exhibit 1-A

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

The following individuals ("Agents") have been authorized to act on behalf of the organization(s) specified below (the "Client") in establishing and terminating Treasury Services with First Fidelity Bank ("Bank") described on the attached Terms and Conditions, which are incorporated herein and made part of this Agreement (collectively, "Services"), appointing and terminating authorized persons for all or specific Services, and acting for the Client(s) identified below in all respects, except as specifically noted hereon. The Agents further warrant that they have read and agree to the Terms & Conditions and all other parts of this Agreement, which govern the use of Services.

Upon signing this Agreement, the Client may from time to time request the Bank to provide any of the Services described in this Agreement. The Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed documents. This Agreement supersedes any other agreements between the Client and the Bank with respect to the Services described in the Terms and Conditions portion of this Agreement.

Each Agent warrants that the Client has taken all action required by its organizational or constituent documents to authorize such Agent to execute and deliver on behalf of the Client this Agreement and any other documents the Bank may require with respect to a Service. Each Agent is authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, giving the Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Client.

Guidelines for completion:

If Client is a:	Who must sign:
Corporation.....	any authorized officer
Limited liability company.....	all members, or any authorized officer*
Partnership (general or limited).....	any general partner*
Limited liability partnership.....	the managing partner*
Sole proprietorship.....	the sole proprietor
Governmental entity.....	the treasurer*

*Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Client's Legal Name:		Tax Identification #:		
Address:	City:	State:	Zip:	
Phone #:	Fax #:	Email:		

ADDITIONAL RELATED ENTITIES		
Company Name	Tax Identification #	Type of Entity

The following individuals ("Agents") have been authorized to act for the Client and/or for the Companies identified above. Each Agent warrants to Bank that it has the power and authority to act for the Client and/or for the Companies identified above in all of these matters.

I acknowledge receipt of the Bank Terms and Conditions disclosure _____
Signature _____ Date _____

AUTHORIZED AGENTS	
Authorized Agent (please print):	Title:
Signature:	Date:
Authorized Agent (please print):	Title:
Signature:	Date:

Client Name:	Tax Identification #:
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Each of the undersigned represents and warrants to Bank on behalf of the Client and the Companies identified above that the signatures appearing above are the true and authentic signatures of the authorized Agents; and further certifies that the Client has taken all action required by its organizational documents to enter into this Agreement and to appoint the authorized Agents to act on behalf of the Client and the Companies identified above; and that the undersigned has full authority to execute this Agreement. Bank is entitled to act upon the authorizations in this Agreement until it receives written notice of their revocation and has a reasonable opportunity to act thereon. Under penalties of perjury, the undersigned further certifies that the number shown on this Agreement is the correct tax identification number(s) of the Client and the Companies identified above and that Client and the companies identified above are not subject to backup withholding because (a) it is exempt, (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified Client that it is no longer subject to backup withholding.

OFFICER(S), MANAGER(S) OR OTHER AUTHORIZED PERSON(S):	
Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:

FOR BANK USE ONLY

BANK OFFICER:	
Bank Officer:	Title:
Signature:	Date:



**TREASURY SERVICES
WIRE TRANSFER AUTHORIZATION SCHEDULE**
 NEW UPDATE

Company Name:	Tax Identification #:		
Address:	City:	State:	Zip:
Phone:	Fax:		
Primary Contact:	Email Address:		

WIRE TRANSFER METHOD

Business Online Banking Phone Fax

AUTHORIZED ACCOUNTS				
Add	Modify	Delete	Account Title	Account Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

BUSINESS ONLINE BANKING INITIATED WIRE TRANSFERS	
Client authorizes Bank to set the company limit for wire initiation at \$____. In addition, the System Administrator designated by the Client will establish and control individual user set ups, entitlements and wire initiation limits within the Business Online Banking system.	
System Administrator:	Signature:
Title:	Email:
CIF Number:	Business Online Banking Identification #:

WIRE TRANSFER AUTHORIZATION SCHEDULE CONT.

PHONE/FAX INITIATED WIRE TRANSFERS					
<p>A Wire Code list will be provided to an Authorized Company Representative, to be used when initiating or canceling Wire Transfer Orders by telephone, fax, or electronic communication to confirm outgoing wires. It will be the responsibility of the Company Representative to distribute codes to other Authorized Agents and to maintain the security of the codes. If the Wire Codes are compromised, the Company Representative must contact Bank immediately and Bank will issue new codes.</p>					
Add	Modify	Delete	Authorized Agent	Signature	Phone Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

WRITTEN REVOCATION OF AUTHORITY
<p>The Client authorizes the Bank to act upon Authorized Instructions from the Authorized Agent(s) until the Client revokes this authorization in writing. However, the Bank will attempt to cooperate in suspending authority upon verbal notice, pending receipt of written revocation of authorization.</p>

AUTHORIZED AGENT:	
Corporate Officer:	Title:
Signature:	Date:

FOR BANK USE ONLY

BANK OFFICER:	
Bank Officer:	Title:
Signature:	Date:

Attachment: First Fidelity Bank - City of Nichols Hills Proposal for Banking and Investment Services (2338 : request for proposals for banking



**TREASURY SERVICES
ELECTRONIC DEPOSIT (ED) AUTHORIZATION**

NEW

UPDATE

Company Name:		Tax Identification #:	
Address:		City:	State: Zip:
Phone:		Fax:	

AUTHORIZED ACCOUNTS

Add	Modify	Delete	Account Title	Account Number
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

SECURITY ADMINISTRATOR APPOINTED BY CLIENT

Name :	Signature:
Title:	Email:
Phone:	Fax:

AUTHORIZED AGENT:

Authorized Agent:	Title:
Signature:	Date:

FOR BANK USE ONLY

BANK OFFICER:

Bank Officer:	Title:	Date:
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Attachment: First Fidelity Bank - City of Nichols Hills Proposal for Banking and Investment Services (2338 : request for proposals for banking



**TREASURY SERVICES
ACH BLOCKS & FILTERING AUTHORIZATION SCHEDULE**

Company Name:		Tax Identification #:		
Address:		City:	State:	Zip:
Phone:		Fax:		

The following services are governed by the First Fidelity Bank Terms and Conditions and the Schedules that pertain to the various Treasury Services provided by the Bank. The Bank may amend services, with the exception of ACH and Wire schedules, based on the verbal written, or electronic instructions that it believes in good faith to have been sent by the Client's Authorized Agent.

AUTHORIZED ACCOUNTS

Debit	Credit	TR/ABA Number	Account Number	Account Title
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

BLOCK SENDING ENTITY

Debit	Credit	Sending Entity Name	Sending Entity ID #	Amount
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

ALLOW SENDING ENTITY

Debit	Credit	Sending Entity Name	Sending Entity ID #	Maximum Dollar Amount
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZED AGENT:

Authorized Agent:	Title:
Signature:	Date:

FOR BANK USE ONLY

BANK OFFICER:

Bank Officer:	Title:
Signature:	Date:



**TREASURY SERVICES
ACH ORIGINATION AUTHORIZATION SCHEDULE**

NEW

UPDATE

Company Name:	Tax Identification #:		
Address:	City:	State:	Zip:
Phone:	Fax:		
Primary ACH Contact:	Email Address:		

The Authorized Users listed below are authorized to transmit files and fax in transmission totals on behalf of Client. Bank shall be entitled to rely on any verbal, written or electronic communication believed by it in good faith to be genuine and to have been signed or communicated by the Authorized Agent of Client. This authorization schedule identifies Client Accounts to which settlement should be applied for origination or settlement of return entries.

AUTHORIZED USERS		
Name	Title	Signature

AUTHORIZED ACCOUNTS & LIMITS				
Account Title	Account Number	Type	File Limit	Frequency
			\$	
			\$	
			\$	

ACH ORIGINATION AUTHORIZATION SCHEDULE CONT.

ACH EXPOSURE LIMIT TOTALS	
Credits (funds going out of FFB) <input type="checkbox"/>	\$
Debits (funds coming in to FFB) <input type="checkbox"/>	\$

CIF Number:	Business Online Banking Identification #:
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AUTHORIZED AGENT:	
Corporate Officer:	Title:
Signature:	Date:

FOR BANK USE ONLY

BANK OFFICER:	
Bank Officer:	Title:
Signature:	Date:



Authorization for Courier Service

Customer:	_____
Address:	_____

Telephone:	_____
Owner/President:	_____
Billing Account:	_____

The following services are governed by the First Fidelity Bank Terms and Conditions and the Schedules that pertain to the various Treasury Services provided by the Bank. The Bank may amend based on the verbal written, or electronic instructions that it believes in good faith to have been sent by the Client's Authorized Agent. If Bank terminates its agreement with Courier, this agreement shall terminate.

Fee Schedule

This Fee Schedule is incorporated by reference into the Authorization for Courier Service dated between ("Customer") and First Fidelity Bank.

\$ _____ per _____. Fuel surcharges will be billed upon receipt from the vendor.

Client: **FIRST FIDELITY BANK**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUSINESS DEPOSIT ACCOUNT AGREEMENT

General Agreement. The terms "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal, if you are an entity eligible to open such account. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

General Rules. The following rules apply to your account:

1. Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse to deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such item.

3. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful internet gambling.

4. Set-offs and Liens. We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

5. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the fee schedule.

6. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. You authorize us to deduct such loss, cost or expense from your account without prior notice to you.

7. Dormant Accounts. You understand that if your account is dormant, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

8. Escrow, Trust, Fiduciary and Custodial Accounts. When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

9. Additional Documents to Open Account. You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

10. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise) that you or we may suffer or incur as a result of this practice.

11. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

12. Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

13. Amendments and Alterations. Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

14. Notice. You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

15. Closing Account. We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

16. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

17. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

18. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

19. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

20. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

21. Preauthorized Checks or Drafts. You should guard information about your account (such as our routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

22. Non-Sufficient Funds. If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debit activity presented for payment, we may return any such item for non-sufficient funds and may charge you a fee as provided in the Fee Schedule subject to our Overdraft Policy, and, if applicable, to any overdraft protection plan you have consented to in writing with us. Regardless, our handling of the item may subject your account to a fee. Unless we advise you otherwise, we will process checks and other debit items in an order determined in our sole discretion.

23. Stop Payments. If you request us to stop payment on a check you have written, or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments on checks or drafts are effective for 6 months. Stop payments on ACH items will remain in effect until the earliest of either your withdrawal of the stop payment order; the return of the debit entry; or, six months from the date of the stop payment order, unless it is renewed in writing. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

24. Statements. We will provide you with a periodic statement showing the account activity. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

25. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

26. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

27. No Waiver. You understand and agree that no delay or failure or our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of the right, remedy, power or privilege.

CHECKING OR NOW ACCOUNTS

In addition to the General Rules, your Checking or NOW Account will be subject to the following rules:

1. Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in accordance with the product terms and conditions.

2. Withdrawals. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

3. Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account held by an entity eligible to hold a NOW account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

2. Access Limitations. You understand that we will not allow more transactions (check, draft, debit card or similar order) or preauthorized transfers than the maximum number permitted by Reg. D per designated period. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks, or convert the account to a checking or other transaction account, if these restrictions are violated.

SAVINGS ACCOUNTS

In addition to the General Rules, your Savings Account will be subject to the following rules:

1. Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

2. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number permitted by Reg. D per designated period. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer funds, or convert the account to a checking or other transaction account, if these restrictions are violated.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

In addition to the General Rules, your Certificate of Deposit ("Certificate") may be subject to the following:

1. Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

2. Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

3. Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

4. Early Withdrawal Penalty. We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

5. Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

6. Single Maturity. Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FIRST FIDELITY BANK
 PO BOX 32282
 Oklahoma City, OK 73123
 1-800-299-7047
 www.FFB.com

DEPOSIT ACCOUNT AGREEMENT ADDENDUM

This Deposit Account Agreement Addendum supplements the General Rules and forms a part of that certain Deposit Account Agreement between you and us with respect to the following:

31. Night Deposits. This section governs deposits you make in our night depository facility. By making a deposit in our night deposit facility, you agree to these terms. If you are a commercial account holder, you may request a key(s) to use our night depository facility. If you lose the key(s), you will reimburse us for the replacement cost of the key(s). We will at our sole discretion determine the cost of any replacement key(s). On our request, you will immediately return to us all key(s) received from us. We may also sell you locking pouches, zipper bags or clear plastic bags.

Method of Deposit. Each deposit you place in the night depository facility will be in a securely locked or sealed pouch. The pouch must only be used for the deposit of money, checks, drafts or other like items and is not to be used for any dangerous or unlawful purpose by you. You will not place items in the night depository without first locking or sealing them along with itemized lists of the contents, copies of which you will retain. If you deposit an envelope, pouch or loose items in the night depository, you do so at your sole risk to the extent permitted by law.

Claim of Pouch Before Processing. We may remove the pouch(es) from the night depository and hold it for you. On our next banking day following the night of deposit, either you or your authorized representative will appear at our premises, to identify and claim the pouch in the manner required by us. You or the authorized representative may then open the pouch and credit the contents to any account that you hold with us. If you send an authorized representative to pick up the pouch, you do so at your sole risk to the extent permitted by law. No relationship of debtor or creditor shall arise between us and you until such deposit shall have been made in our usual manner and the credit entered in your account. If you do not claim the pouch within 5 banking days after we find it in the night depository, we may place the pouch in storage facilities at your sole risk. Alternatively, we may forcibly open the pouch in the presence of two of our employees, remove the deposit and credit to your account the amount actually received, in accordance with our Funds Availability Policy. You will be liable to us for any fees that we charge for depository storage and for any other costs that we incur due to your failure to claim the pouch.

Opening and Processing of Pouch. We will open the pouch you placed in the night depository on our next banking day following the night of deposit. The pouch should contain a deposit slip that you have completed and correctly list the money, check, draft, or other items included in the deposit. We will verify the deposit and credit to your account the amount of the deposit we actually received, in accordance with our Funds Availability Policy. If there is any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, we will notify you of such discrepancy. No relationship of debtor or creditor shall arise between you and us until we open the pouch and credit the deposit to your account. We will only be liable for the deposit actually received and credited to your account. After the contents of the pouch are processed, you or your authorized representative may pick up the pouch. If you send an authorized representative to pick up the pouch, including any change orders, you do so at your sole risk to the extent permitted by law.

Conclusive Verification of Deposit by Us. The joint findings and records of any two of our employees as to the presence or absence of any pouch in the night depository and as to the contents of the pouch, shall be conclusive and binding on you.

Liability. You agree that use of the night depository is at your sole risk to the extent permitted by law. We will not be responsible for any loss or damage sustained by you in the use of the night depository resulting from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by our gross negligence. We will not be liable for damages resulting from causes beyond our control. We will not be liable for any losses caused by your authorized or unauthorized representative.

Contents Not Insured. In no event will we be an insurer of the contents of the pouch(es) deposited by you in the night depository.

Transfer and Assignment. Your right to use the night depository will not be assigned or otherwise transferred by you without our prior written consent.

Attorney Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving night depository services and you authorize us to deduct any such loss, costs or expenses from any account held with us without prior notice to you. This obligation includes disputes between you and us involving the services and situations where we become involved in disputes between you and an authorized or unauthorized representative. It also includes situations where you or an authorized or unauthorized representative take action with respect to the services that causes us, in good faith to seek the advice of counsel, whether or not we actually become involved in a dispute.

TRI-PARTY PUBLIC DEPOSIT PLEDGE AND CUSTODY AGREEMENT

THIS PLEDGE AND CUSTODY AGREEMENT (the "Agreement") is made and entered into by and between The City of Nichols Hills a Public Entity under 62 O.S. §§ 517.1 et seq. (hereinafter "Depositor"); First Fidelity Bank a financial institution authorized by law to do a banking business in the State of Oklahoma (hereinafter referred to as "Bank"); and Bankers Bank a financial institution approved to act as a safekeeping bank (hereinafter referred to as "Custodian") as of this 29th day of August, 2012.

WHEREAS, Depositor is an Oklahoma public entity and, as such, is required or entitled to obtain a pledge of assets to secure the uninsured portion of its deposit under the Collateral for Local Public Funds Act, 62 O.S. §§ 517.1 et seq.; and

WHEREAS, the Bank has been designated as a depository for certain funds of the Depositor;

WHEREAS, Custodian has been designated by the State Treasurer as an approved safekeeping or custodial bank pursuant to 62 O.S. §517.4;

WHEREAS, the Bank has agreed to secure the uninsured funds of the Depositor so deposited with it by conveying to Depositor a security interest in eligible securities owned by the Bank, or by providing collateral instruments, as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5; and

WHEREAS, Depositor and Bank wish to appoint Custodian as agent for Depositor to hold in custody on behalf of Depositor certain securities (the "collateral securities") pledged by Bank to Depositor pursuant to this Agreement in accordance with the terms set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Depositor and Bank hereby appoint Custodian, and Custodian hereby accepts such appointment, to act on behalf of Depositor as custodian of the collateral securities in which Depositor has a perfected security interest, described in this Agreement. Custodian further agrees to hold such collateral securities under joint safekeeping receipts and apply the same, or any substitutions therefor or additions thereto, for the purpose set forth in this Agreement, upon the terms and conditions hereinafter contained.

2. For the purpose of securing the uninsured funds deposited by the Depositor with

the Bank, the Bank hereby agrees to assign, transfer, pledge and convey to the Depositor as security for the funds a perfected security interest in eligible securities owned by the Bank, and/or provide collateral instruments as allowed by 12 U.S.C. § 90 and 6 O.S. § 411 [for Federal Savings Banks - 12 U.S.C. § 1464(b)(2) and 12 C.F.R. § 545.16] and defined in 62 O.S. § 517.5. Depositor's time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral pursuant to this Agreement. If the Bank provides collateral securities, said securities' value shall at all times be equal to, or greater than, 110 percent (110 %) [must be at least 100%] of the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC-insured limit (the "Maintenance Percentage"). The market value of any security held as Collateral will be provided to the Depositor q-trly [~~monthly~~ or quarterly at a minimum] by Bank [fill in either Bank or Custodian]. The market value must be obtained from a securities pricing service, a primary dealer in securities, or a publication recognized as a reliable source of securities valuations. The market values shall be provided in a report to the Depositor at no charge. The report must include the market value and description of each security pledged as of the last business day of the period which shall not be less than quarterly. If the Bank provides collateral instruments instead of securities, the amount of the instruments shall at all times be equal to, or greater than the amount deposited by the Depositor with the Bank plus interest due at maturity, in excess of the FDIC-insured limit. If the Bank provides a combination of collateral securities and collateral instruments, the securities' value and the amount of the instruments shall at all times be equal to, or greater than the Maintenance Percentage.

3. To perfect the security interest of the Depositor in the collateral pledged by the Bank, the Bank shall place the required collateral securities in a restricted account with the custodian, as required by 62 O.S. § 517.4(B). Bank agrees to take all actions reasonably necessary to perfect the pledge and confirm same to Depositor.

4. (a) This Agreement shall further serve as a power of attorney, authorizing the Depositor to transfer or liquidate the pledged securities in the event of a default, financial failure or insolvency of the Bank, as required by 62 O.S. § 517.4(B). In the event of a default, failure or insolvency of the Bank, the Depositor shall be deemed to have vested full title to all securities pledged under this Agreement, and shall send a written demand to Custodian notifying Custodian of the nature of the Bank's default. After receipt from Depositor of a written demand, Custodian shall immediately deliver to Depositor the collateral securities held hereunder, or such portion thereof as may be demanded, for the purpose of protecting Depositor against loss by reason of the default of Bank; and Custodian shall immediately disregard any further notice or instruction by or on behalf of Bank. Such demand shall state the dollar amount of the collected balance of Depositor's accounts with Bank as of the date of the demand and any costs or expenses for which Depositor is entitled to reimbursement, and the request that Custodian deliver to Depositor, for sale by Depositor, securities with a market value equal to or greater than such reported balance and costs and expenses. The Depositor is empowered to take possession of and transfer and or sell any and all securities, as permitted or required by 62 O.S. § 517.6. This power is in addition to other remedies which the Depositor may have under this Agreement and without prejudice to

its rights to maintain any suit in any court for redress of injuries sustained by the Depositor under this Agreement.

4. (b) If and when a receiver or conservator is appointed for Custodian under federal and/or state banking or similar law, or there is commenced by or against Custodian any liquidation or dissolution proceeding, Custodian shall as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor upon receipt of written demand by Depositor. If the collateral securities are delivered to Bank, Bank shall hold the collateral securities in trust as trustee on behalf of Depositor and Bank shall, as soon as practicable transfer the collateral securities to such other custodian as is designated by Depositor.

5. If Depositor accepts collateral instruments, the Bank shall complete and deliver a Pledge Form with the original collateral instrument or approved certificate, attached. The instrument or certificate must identify the company or agency issuing the collateral instrument, and the coverage amount. The Bank must also see to it that the agency or company forward a copy of notification of coverage or insured limit to the Depositor. The instrument must permit the Depositor to make a claim directly on the agency or company in the event of a default, financial failure or insolvency of the Bank. Custodian need not take custody of collateral instruments.

6. If at any time the ratio of the market value of the collateral securities plus the amount of collateral instruments, if any, to the amount of uninsured funds on deposit plus interest due at maturity is less than the Maintenance Percentage, then the Bank shall assign, pledge and convey a security interest and transfer to Custodian, additional eligible securities, or provide additional collateral instruments to the Depositor, in such amounts so that the Maintenance Percentage is maintained. If the Bank provides only collateral instruments, and the full amount of the collateral instruments is less than the amount of uninsured funds on deposit plus interest due at maturity, then the Bank must increase the amount of collateral instruments sufficiently to cover the amount of uninsured funds on deposit plus interest due at maturity. If Bank fails to maintain adequate Collateral as required by this Agreement, and such failure is not cured within five (5) business days of notice by Depositor to Bank, then Depositor shall have the right to withdraw its collected Public Funds from Bank without payment of any withdrawal penalty, other than penalties the waiver of which is prohibited by law. Any additional pledge of collateral hereunder shall be approved by an officer of the Bank duly authorized by resolutions of the Board of Directors to approve additional pledges of collateral, releases of collateral, and substitutions of collateral under this Agreement ("Duly Authorized Bank Officer").

7. No collateral securities at any time held by Custodian hereunder shall be released without the written approval of Depositor, which approval shall not be unreasonably withheld, by executing a release form. However, unless and until Custodian receives a notice of default from Depositor, as provided herein, Bank may substitute Collateral by providing other eligible securities of like kind and market value as the securities for which they are to be substituted, as permitted in accordance with 62 O.S. §517.5(B) and the rules of the State Treasurer, provided that Bank shall obtain the consent of the Depositor for the substitution.

8. This Pledge Agreement conveys a security interest in any and all securities of the Bank's held by Custodian, which are currently pledged or will be pledged as collateral to the Depositor by the Bank, as well as any interest Bank may have in collateral instruments it provides. Further, this Pledge Agreement conveys a security interest to Depositor in any proceeds or any substituted collateral, or the proceeds of a collateral instrument.

9. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the Bank at the time of the transfer of the collateral to Custodian or after providing collateral instruments to the Depositor hereunder, but also any and all subsequent deposits of funds with the Bank by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by the Bank.

10. The pledge of collateral securities and/or the delivery of collateral instruments by the Bank to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, the insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.

11. It is agreed that when the Bank shall have paid out and accounted for all the funds of the Depositor so deposited with the Bank, then and in that event any and all securities or collateral instruments pledged as collateral under this agreement shall be released from the security interest created hereunder, and the Custodian, Bank and the Depositor shall take whatever actions may be necessary to cause a transfer of such securities to the Bank free and clear of any liens created hereunder or a full and complete release of the collateral instruments.

12. The Bank hereby represents to the Depositor that, (i) it is a national banking association, state chartered banking association, federal savings bank, savings and loan association or credit union duly organized and validly existing under the laws of the United States or the State of Oklahoma, (ii) it has, or will have at the time of delivery of any securities or collateral instruments as collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of the securities or the delivery of collateral instruments as collateral hereunder has been approved by its Board of Directors or its Loan Committee, and (iv) the execution and delivery of this Agreement and the pledge of securities or the delivery of collateral instruments as collateral hereunder will not violate or be in conflict with the Articles of Association or Certificate of Incorporation or By-laws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors.

13. Bank further represents and warrants to Depositor that, (i) except as otherwise permitted under this Agreement, it owns the Collateral free and clear of any liens, claims, restrictions or encumbrances, (ii) it will not sell, mortgage, encumber, or otherwise alienate,

substitute or release any of the collateral securities, except as provided in this Agreement, (iii) it will maintain in its official records evidence of the due authorization of this Agreement and the granting of a continuing security interest in the Collateral, all in compliance with the provisions of 12 USC 1823 (e), and (iv) it will take such steps as may be reasonably necessary for Depositor to meet the standards set by the Government Accounting Standards Boards ("GASB").

14. Custodian shall receive a fee from Bank for its services hereunder as those two parties shall agree from time to time. Custodian under no circumstances shall be held responsible to Depositor or Bank for any loss arising from any cause whatsoever except such as may arise solely from its failure to comply with the terms and conditions in this Custodian Agreement, or from its negligence, or willful misconduct, or that of its officers, employees or duly authorized agents.

15. Until receipt of notice by Depositor under paragraph (7) hereof, Custodian shall send to Bank all income on the securities at any time held hereunder. Further, Custodian shall send to Bank all periodic coupon income on securities and all principal payments and prepayments on mortgage-backed securities at any time held hereunder. After receipt of the notice, under paragraph (7) hereof, Custodian shall hold all such income, periodic coupon income and repayments for the benefit of Depositor.

16. Whenever the written consent of Depositor or Bank is required hereunder, the written consent of any authorized representative or agent of Depositor or of Bank, as specified in writing to Custodian by Depositor and Bank from time to time, shall satisfy such requirements.

17. (a) This Agreement shall terminate when Depositor releases Bank from this Agreement. Notice of termination of the Security Agreement shall be provided to Custodian by Depositor as soon as practicable. Custodian shall not honor any purported notice of termination from Bank.

(b) This Agreement shall terminate upon delivery by Custodian of the Securities to Depositor in the event of a default, pursuant to paragraph (7) hereof;

(c) Further, this Agreement may be terminated 10 days after receipt of written notice from Bank and Depositor to Custodian.

(d) This Agreement may be terminated within 30 days after receipt of written notice from Custodian to Depositor and Bank.

(e) Upon termination, Custodian shall immediately transfer the collateral securities to such other Custodian as is designated by Depositor.

18. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. This Agreement is not assignable or transferrable unless Bank merges with another qualified financial institution, or a transfer occurs pursuant to State or federal regulatory action.

19. This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original and all of which taken together shall constitute one and the same instrument.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof. This Agreement, along with other incorporated documents, shall constitute the entire Agreement between the parties.

21. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first written above.

BANK: First Fidelity Bank
Address for Notices:
5100 N Classen Blvd. Suite 500
Oklahoma City, OK 73118
By: [Signature]
PRESIDENT (Signature)

ATTEST:

[Signature]
SECRETARY

CUSTODIAN: The Bankers Bank
Address for Notices: safekeeping
9020 N May Suite 200
Oklahoma City OK 73120
By: [Signature]
PRESIDENT (Signature)

ATTEST:

[Signature]
SECRETARY

DEPOSITOR: The City of Nichols Hills
(Name of Local Public Entity)
Address for Notices: 6407 Avondale Dr.
Nichols Hills, OK

ATTEST:

[Signature]
[Signature]

By: [Signature]
(Signature)
Title: Finance Dir / City Clerk



FIRST FIDELITY BANK

ANNUAL REPORT 2015



FIRST FIDELITY BANK, N.A.

WHO WE ARE

First Fidelity Bank, N.A. continued to be a leader in 2015. In an increasingly regulated banking industry, First Fidelity Bank maintained its focus on practical, creative community-centered financial services and solutions for commercial and retail clients. First Fidelity's capital is more than \$140 million and total assets exceed \$1.3 billion.

With a firm foundation of experienced leadership, sound risk management and an established deposit base, First Fidelity Bank is poised for another successful year. The Bank's superior customer service and dynamic product mix have allowed for steady, responsible growth to 29 locations serving Oklahoma and Arizona. A client-focused philosophy remains the foundation of the bank's culture. First Fidelity Bank is a strong and trusted partner in the communities it serves.

LEADERSHIP

From early 1920s handwritten ledgers to current, innovative banking systems, First Fidelity Bank takes pride in its legacy as a family owned bank capable of the same sophisticated technology as the "big banks." Headquartered in Oklahoma City, First Fidelity combines generations of banking experience with international investment knowledge. Owners Bill Cameron, Chairman, and his sister, Lynda, together with First Fidelity Bank President & CEO, Lee Symcox and Chief Administrative Officer, Suzanne Symcox, offer determined leadership and direction.

A fourth generation banker, Lee Symcox has served First Fidelity Bank for more than 40 years. The Camerons represent third generation ownership of the nationally A+ rated insurance company and the largest domiciled in Oklahoma, American Fidelity Assurance Company.

HISTORY

First Fidelity Bank's history is as unique as the diversity of its workforce. Comprised of merged and acquired banks across Oklahoma and Arizona, First Fidelity began in 1920 as First State Bank of Norman, Oklahoma. Two years later, the Bank applied for a national charter and changed its name to City National Bank & Trust Company. In 1952, J.R. Symcox of Cordell, Oklahoma acquired the bank.

In 1986, Bill Cameron acquired Commercial Bank of Oklahoma City and in 1989 changed the name to First Fidelity Bank, N.A. In 1992, First Fidelity merged with City National Bank in what would mark the beginnings of the full-service community bank it is today.

As expansion continued, First Fidelity opened its doors in Tulsa in 2002 with a diverse commercial banking team and comprehensive mortgage origination services in the Tulsa area.

In 2004, First Fidelity opened its doors in Arizona as a commercial loan production office. Today, the Bank encompasses six full-service offices across the heart of Arizona's business marketplace. In 2010, First Fidelity acquired Home National Bank from the FDIC. Home National Bank's Arizona operations were merged into the existing First Fidelity locations. In 2013, First Fidelity acquired Sunrise Bank of Arizona from the FDIC.

First Fidelity Bank's hardworking and loyal workforce amounts to a staff of over 400 people. Each employee is a valued member of the "First Fidelity family," and shares the management team's enthusiasm for the future of the bank. Each banker is dedicated to getting to know every client on a first name basis. Because of this commitment, First Fidelity clients have come to expect the best customer service.

OUR COMMITMENT

First Fidelity Bank's leadership believes that giving back to its neighbors and communities is an important responsibility. First Fidelity is dedicated to hiring and maintaining quality employees for whom meeting the needs of the community is not a job requirement, but a passion. These employees genuinely enjoy giving their time serving non-profit and charitable organizations, participating in religious groups, and coaching little league teams.

Each year, First Fidelity also offers financial resources to assist those in its local communities. The Bank is an active United Way Pacesetter, helping to set giving trends and raising over \$115,000 annually for the organization. In 2015, First Fidelity partnered with the regional food bank systems in Oklahoma and Arizona, collecting over 1,200 pounds of food for local families.

Annually, First Fidelity donates a total of more than \$500,000 to local charities and educational foundations. Commitment to the community remains the bank's cornerstone, with over 95 years of support to neighborhood partners.

THE FUTURE

In the years to come, First Fidelity Bank will maintain its commitment to first class customer service, leading edge technology, innovative solutions, and superior products. Through a strong capital base, First Fidelity will continue to grow responsibly over the next century and continue to find solutions to ever-changing regulations and an evolving global economic dynamic. The Bank will maintain its resolve to financial integrity, ensuring its clients' assets are secure for years to come.

FIRST FIDELITY BANK BOARD OF DIRECTORS



William M. Cameron
Chairman,
First Fidelity Bank
Chairman, American
Fidelity Companies



Don R. Symcox
Vice Chairman,
First Fidelity Bank



Lee R. Symcox
President and CEO,
First Fidelity Bank



Trish Bear
President and CEO,
I-ology Inc.



James P. Keeley
Founding Partner,
Colliers International,
Scottsdale Office



Samuel Combs III
President and CEO,
COMSTAR Advisors



Charles "Spike" Lawrence
Co-Founding Partner,
Lawrence and
Geyser Development
Corporation



Meg Salyer
President and CEO,
Accel Financial Staffing



Robert D. Brearton
Executive Vice
President and CFO,
American Fidelity
Assurance



Thomas O. Francis
Director,
I2E Investment Funds



Bill Warren
President and CEO,
Bill Warren
Office Products



David L. Thompson
President and CEO,
InvesTrust

FIRST FIDELITY BANK

EXECUTIVE MANAGEMENT

Don R. Symcox.....	Vice Chairman	James R. Karcher	Executive Vice President
Lee R. Symcox	President and CEO	D. Scott McLaws.....	Executive Vice President
Sean M. Crandall	Executive Vice President	John Mistler	Executive Vice President
James W. Finch	Executive Vice President	H. Joey Snyder	Executive Vice President
Thomas V. Graham, Jr.....	Executive Vice President	Suzanne M. Symcox.....	Executive Vice President

FIRST FIDELITY BANK

MANAGEMENT

Rick Baker	Executive Vice President	Kristi Tenbusch	Vice President
Tom Fanning	Executive Vice President	Brad Traynor	Vice President
Todd Patterson	Executive Vice President	Alan Bonner.....	Assistant Vice President
Matt Robinson.....	Executive Vice President	Tammy Brakebill	Assistant Vice President
Clint Stone	Executive Vice President	Bobby Burger.....	Assistant Vice President
David Bagwell.....	Senior Vice President	Ryan Featherstone	Assistant Vice President
Beverly Barrett.....	Senior Vice President	Lauren Harris.....	Assistant Vice President
Charles Griffin	Senior Vice President	Concepcion Henderson	Assistant Vice President
Harvey Hill.....	Senior Vice President	Ann Kelley	Assistant Vice President
Valerie Jury.....	Senior Vice President	David Lopez.....	Assistant Vice President
David Lorenz	Senior Vice President	Corey Lower.....	Assistant Vice President
Veronica Malen.....	Senior Vice President	Margaret McDonald	Assistant Vice President
Bryce Miller	Senior Vice President	Carly Miller	Assistant Vice President
Brian Montgomery.....	Senior Vice President	Barbara Nightingale	Assistant Vice President
Mary Pezant.....	Senior Vice President	Stephen Schreiber.....	Assistant Vice President
Bill Robson	Senior Vice President	Jim Shepard.....	Assistant Vice President
John Shannon.....	Senior Vice President	Amber Steele	Assistant Vice President
Steve Adamo.....	Vice President	Aaron Trahan.....	Assistant Vice President
Curt Bates.....	Vice President	Ben Warren	Assistant Vice President
Randy Biggs.....	Vice President	Bryan Williams	Assistant Vice President
Christine Bond.....	Vice President	Nyky Wilson	Assistant Vice President
Maria Cabral	Vice President	Anthony Wuestenfeld.....	Assistant Vice President
Kevin Callahan.....	Vice President	Floyd Alexander	Banking Officer
Deborah Chilcoat	Vice President	Brian Baxter	Banking Officer
Tim Cook.....	Vice President	Dan Blind.....	Banking Officer
Liz Diehm.....	Vice President	Dana Davis	Banking Officer
Jeff Dyer.....	Vice President	Brent Doggett.....	Banking Officer
Rachel Ellis	Vice President	Lisa Fincher	Banking Officer
Brian Hartgrove.....	Vice President	Boyan Ganchev	Banking Officer
Debra Hewett.....	Vice President	Hayley Garcia	Banking Officer
Jennifer Higgins.....	Vice President	John Hahn.....	Banking Officer
Brenda Hill.....	Vice President	Summer Hester	Banking Officer
Peter Ho	Vice President	Brandon Hunter	Banking Officer
Donna Hoffman	Vice President	Jennalee Hunter.....	Banking Officer
Hope Hooks	Vice President	Lanier Lee	Banking Officer
Jeff Hutson	Vice President	Dawn Malone.....	Banking Officer
Christine Lepley	Vice President	Alisha Marcom.....	Banking Officer
Craig Litle	Vice President	Georgi McDonald	Banking Officer
Ryan Marlan.....	Vice President	Marissa Mindieta	Banking Officer
Pam Phelps	Vice President	Cynthia Stewart.....	Banking Officer
Mason Pitman.....	Vice President	John Symcox	Banking Officer
Allison Regier	Vice President	Lenny Vile	Banking Officer
Nick Samarripas	Vice President	Lisa Williams	Banking Officer
David Sanders.....	Vice President	Greg Burks.....	Technology Officer
Michael Stacy.....	Vice President	Patrick Hoban	Technology Officer
Angela Stanton	Vice President		

STATEMENT OF CONDITION

FIRST FIDELITY BANK

Assets	(000)	Liabilities & Stockholders' Equity	(000)
Cash and Due from Banks	\$ 35,218	Deposits	\$ 1,126,419
Securities	453,458	Other Liabilities	116,136
Loans – Net of Reserves	803,014	Stockholders' Equity	<u>148,453</u>
Federal Funds Sold	882		
Other Assets	<u>98,436</u>	Total Liabilities and	
Total Assets	<u>\$ 1,391,008</u>	Stockholders' Equity	<u>\$ 1,391,008</u>

FIRST FIDELITY BANK CORE VALUES

A Caring Place to Work

A family environment that attracts, grows and retains the right people in the right places.

Financial Responsibility

Long-term financial strength through a disciplined framework of risk management and growth.

Lasting Client Relationships

Sustaining our reputation by dealing with others honestly and respectfully to create an environment of trust.

The Winning Bank

Relentless pursuit of market share.

LOCATIONS

Nationwide 800-299-7047
 Oklahoma City 405-416-2222
 Tulsa 918-728-6346
 Arizona 602-912-5500

Customer Service
 Customer Service – OKC: 405-416-2223
 Customer Service – Tulsa: 918-728-6345
 Customer Service – Arizona: 602-912-5555

Oklahoma Corporate Office
 5100 North Classen Blvd., Fifth Floor, Oklahoma City, OK 73118

39th Expressway Office
 5800 Northwest 39th Expressway, Oklahoma City, OK 73122

Capitol Hill Office
 700 Southwest 29th, Oklahoma City, OK 73109

Northwest Expressway Office
 6005 Northwest Expressway, Oklahoma City, OK 73132

Classen Office
 2000 Classen Blvd., Suite G-14, Oklahoma City, OK 73106

Quail Creek Office
 10904 North May Avenue, Suite A, Oklahoma City, OK 73120

Nichols Hills Office
 1144 Northwest 63rd, Oklahoma City, OK 73116

Meridian Office
 1400 South Meridian Avenue, Oklahoma City, OK 73108

Downtown Oklahoma City Office
 722 North Broadway, Oklahoma City, OK 73102

MacArthur Office
 12215 North MacArthur Blvd., Oklahoma City, OK 73162

Downtown Norman Office
 131 East Main Street, Norman, OK 73069

Brookhaven Office
 3595 West Robinson, Norman, OK 73072

Homeland Norman Office
 1724 West Lindsey, Norman, OK 73072

Noble Office
 900 North Main Street, Noble, OK 73068

East Moore Office
 400 South Eastern Avenue, Moore, OK 73160

West Moore Office
 11919 South Pennsylvania Avenue, Oklahoma City, OK 73170

Moore Walmart Office
 501 Southwest 19th Street, Moore, OK 73170

Midwest City Office
 301 North Air Depot Blvd., Midwest City, OK 73110

Edmond Broadway Office
 2600 South Broadway, Edmond, OK 73013

Coffee Creek Office
 725 West Covell, Edmond, OK 73003

Rose Creek Office
 2825 Northwest 164th, Edmond, OK 73013

Mustang Office
 1521 North Mustang Road, Mustang, OK 73064

Tulsa Office
 30 West 21st Street South, Tulsa, OK 74114

Biltmore Estates Office
 6232 North 32nd, Phoenix, AZ 85018

Downtown Scottsdale Office
 7401 East Camelback Road, Scottsdale, AZ 85251

Scottsdale Airpark Office
 16277 North Greenway-Hayden Loop, Scottsdale, AZ 85260

Deer Valley Office
 22841 North 19th Avenue, Phoenix, AZ 85027

Arrowhead Office
 17235 N 75th Avenue, Suite B100, Glendale, AZ 85308

Mesa Office
 63 East Main Street, Suite 100, Mesa, AZ 85201



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Carly M. Freeman
Business Banking Officer
cfreeman@kirkpatrickbank.com

March 23, 2016

City of Nichols Hills & NHMA
Attn: Kristi Hort, Finance Director
6407 Avondale Drive
Nichols Hills, OK 73116

RE: Request for Proposal Response

Dear Ms. Hort:

Kirkpatrick Bank is pleased to submit the City of Nichols Hills the following proposal for Banking Services.

REQUIRED BANKING SERVICES

1. Account Executive

Kirkpatrick Bank has an extensive team of qualified banking specialists to serve the needs of our business customers. As your account executive, Christy Sanford would assist in fulfilling your business banking needs and growing the relationship with you, your company, and your staff.

Primary Bank Representatives:

Account Executive	Christy Sanford
Head of Cash Management	VP, Business Banking
ACH Origination	csanford@kirkpatrickbank.com
Remote Deposit Capture	405.341.8222
Positive Pay Services	
Cash Management Support	Carly Freeman
Business Banking Officer	Business Banking Officer
ACH Origination	cfreeman@kirkpatrickbank.com
Remote Deposit Capture	405.341.8222
Positive Pay Services	
Operations Support	John Steen
Wire Transfers	Operations Officer
General Account Inquiries	jsteen@kirkpatrickbank.com
Transactional Inquiries	405.341.8222
Investment Support	Jim Shane
	SVP, Chief Financial Officer
	jshane@kirkpatrickbank.com
	405.341.8222



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Contact information for additional Kirkpatrick Bank personnel may be provided upon the execution of banking services.

2. Depository Accounts – Analysis Checking Account

Account activity is tracked through average balance levels and activity charges. A competitive earnings credit may be applied to potentially offset transaction charges and account fees. Each activity charge will appear as a separate line item on the monthly analysis statement so that it can be quickly identified and tracked. All analysis statements are available electronically in Business Internet Banking within two (2) business days after month end. Account proformas for the three (3) analyzed accounts have been provided in Attachment II.

Below are additional deposit products offered by Kirkpatrick Bank:

	FREE COMMERCIAL CHECKING	SMALL BUSINESS CHECKING	COMMERCIAL CHECKING
Minimum Opening Deposit	\$200.00	\$200.00	\$200.00
Monthly Maintenance Fee	None	\$8 if daily balance < \$2,500	\$10.00 Offers an earnings credit to potentially offset fees
Transaction Fee	First 100 transactions processed - no charge. \$.25/item over 100 transactions	First 250 transactions processed - no charge. \$.30/item over 250 transactions	\$.15/check or debit processed & \$.10/transit item deposited

3. Night Depository

Kirkpatrick Bank offers night depository at several ATM locations. Kirkpatrick Bank will supply the City of Nichols Hills with a “lock” night drop bag so that deposits can be dropped securely at the City’s convenience. The closest Kirkpatrick Bank Branch and ATM night depository in proximity to Nichols Hills is available at:

63rd and Harvey
222 Northwest 63rd Street
Oklahoma City, OK 73116

4. Collateralization of Account Balances

Kirkpatrick Bank will provide ample collateral to cover 110% of account balances with FDIC insurance, pledged investments, or FHLBank Topeka letters of credit.

5. General Banking Supplies

Kirkpatrick Bank will supply deposit slips and tamper proof bags at no additional cost to the City of Nichols Hills.

6. Account Statements

All monthly account and account analysis statements, confirmations and other report related functions are available within two (2) business days after month end within Kirkpatrick Bank’s Business Internet Banking. Monthly account statements include images of all deposits and checks paid.



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7. Internet Banking Access – Wire Transfers and ACH Origination

Kirkpatrick Bank’s Business Internet Banking allows the City to wire funds, transfer funds between accounts, and originate ACH transactions among many other important banking functions. ACH Origination and Wire Transfer Agreements must be executed. The ACH Origination Agreement is available upon request. Additional pricing as outlined in Attachment I may apply.

8. Wire Transfer Services

Kirkpatrick Bank’s Wire Transfer Agreement, Attachment II, has been provided for further review. The standard Wire Transfer security provisions and procedures are outlined in Attachment III- Schedule III.

9. Direct Deposit Services - ACH Origination

Kirkpatrick Bank’s Business Internet Banking allows the City to initiate ACH credits and debits for direct deposit of payroll, vendor payments, and collecting payments from utility customers. The ACH Origination Agreement is available upon request. Additional pricing as outlined in Attachment I may apply.

10. Remote Deposit Services

Kirkpatrick Bank offers Remote Deposit Capture to speed up cash flow by depositing checks online.

- Deposit capabilities into an unlimited number of accounts
- Extended timeframe for making deposits – 6:30PM CST
- Access to 45 days of scanned items and reporting capabilities

The City of Nichols Hills will simply scan the checks to be deposited and submit the deposit to Kirkpatrick Bank. The City’s existing Panini VisionX scanner is compatible with Kirkpatrick Bank’s Remote Deposit Capture service. A Remote Deposit Capture Agreement must be executed and is available upon request. Additional pricing as outlined in Attachment I may apply.

11. Positive Pay Services

Kirkpatrick Bank offers Positive Pay services through Business Internet Banking to monitor and eliminate potential check fraud activity by having greater control over which checks are paid. This feature allows users to quickly identify fraudulent transactions by comparing an “issued” check file with the processed check file and notify the Bank of any exceptions that need to be handled. A Positive Pay Agreement must be executed and is available upon request. Additional pricing as outlined in Attachment I may apply.

Kirkpatrick Bank currently offers check Positive Pay. ACH Positive Pay could be available following a ninety (90) implementation period from the time the bid is awarded.

12. Automatic Re-clearing

Kirkpatrick Bank’s Customer Service Department can automatically redeposit returned checks a second time, if the instrument is initially dishonored due to an NSF notation. The associated return fee with the dishonored item can be assessed monthly through the Analysis Checking Account.



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13. Stop Payments

Based upon the volume provided by the City of Nichols Hills of less than two (2) stop payments per calendar year, Kirkpatrick Bank agrees to waive the published Stop Payment fee of \$25.00. Stop payment fees may be re-evaluated should the volume provided be surpassed.

14. Courier Services

Courier Services must be implemented with a third-party provider. Kirkpatrick Bank does offer the capability of receiving the invoice for this service and assessing that fee monthly through the Analysis Checking Account.

INVESTMENT SERVICES

While Kirkpatrick Bank meets all requirements for a regulatory classification of “Well Capitalized”, like other FDIC Insured Institutions, deposits are insured to a maximum of \$250,000. As an option to fully insure all deposits of the City of Nichols Hills, Kirkpatrick Bank offers additional products and services such as CDARS and ICS to fully insure all deposits for the City of Nichols Hills.

Certificates of Deposit

Certificates of Deposit (CDs) are FDIC insured and thus virtually risk-free. CDs have a specific, fixed term, and usually a fixed interest rate. Published terms and interest rates are listed below:

Certificate of Deposit Terms	Minimum Balance to Open & Obtain Annual Percentage Yield	Interest Rate	Quarterly Compounding Annual Percentage Yield	Semi-Annual Compounding Annual Percentage Yield	Annual Compounding Annual Percentage Yield
7-29 Day CD	1,000.00	0.05%	0.05%	0.05%	0.05%
30-89 Day CD	1,000.00	0.10%	0.10%	0.10%	0.10%
90-179 Day CD	1,000.00	0.15%	0.15%	0.15%	0.15%
180-364 Day CD	1,000.00	0.20%	0.20%	0.20%	0.20%
12-17 Month CD	1,000.00	0.30%	0.30%	0.30%	0.30%
18-23 Month CD	1,000.00	0.40%	0.40%	0.40%	0.40%
24 Month CD	1,000.00	0.60%	0.60%	0.60%	0.60%
36 Month CD	1,000.00	0.90%	0.90%	0.90%	0.90%
48 Month CD	1,000.00	1.30%	1.31%	1.30%	1.30%
60 Month CD	1,000.00	1.60%	1.61%	1.61%	1.60%

Certificate of Deposit Account Registry Service (CDARS):

- Earn interest by putting excess cash balances in certificate of deposit accounts
- Access to multi-million dollar FDIC insurance protection
- Save time with one bank, one rate, and one statement
- Terms from four (4) weeks to five (5) years

CDARS Terms	Minimum/Maximum Balance to Open & Obtain Annual Percentage Yield	Interest Rate	Daily Compounding Annual Percentage Yield
4 Week CDARS	10,000.00 to 999,999.99	0.01%	0.01%
13 Week CDARS	10,000.00 to 999,999.99	0.01%	0.01%
26 Week CDARS	10,000.00 to 999,999.99	0.05%	0.05%
52 Week CDARS	10,000.00 to 999,999.99	0.15%	0.15%
2 Year CDARS	10,000.00 to 999,999.99	0.45%	0.45%
3 Year CDARS	10,000.00 to 999,999.99	0.75%	0.75%
5 Year CDARS	10,000.00 to 999,999.99	1.45%	1.46%

Must have collected funds in primary account sufficient to cover each CDARS transaction by end of business Tuesday. CDARS deposit agreement must be executed by 10:00 AM CST Wednesday. CDARS transactions settle on Thursday. Early withdrawal penalties may apply. Fees could reduce the earnings on the account.



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Insured Cash Sweep (ICS):

- Earn interest by putting excess cash balances in money market deposit accounts
- Access to multi-million dollar FDIC insurance protection
- Conveniently manage ICS funds online
- Withdraw ICS funds up to 6 times per month
- Save time by working directly with just one bank – the bank you know and trust

Account Type	Anticipated Average Balance	Interest Rate	Daily Compounding Annual Percentage Yield
ICS Demand	10,000.00 to 999,999.99	0.00%	0.00%
ICS Savings	10,000.00 to 999,999.99	0.10%	0.10%

Must have collected funds in primary account sufficient to cover each ICS transaction by end of business the day before settlement. ICS agreement must be executed by end of business the day before settlement. ICS transactions settle each business day. The rates may change after the account is opened. Fees could reduce the earnings on the account

All APYs listed above are current as of March 21, 2016. Interest will be paid at the rate shown for the entire balance in the account.

STATEMENT OF QUALIFICATIONS AND EXPERIENCE:

Kirkpatrick Bank is a privately held bank with total assets at \$728 million. Since opening in 1970, Kirkpatrick Bank has been providing cash management services to an array of banking clients. Our clients tell us our strength is in our size, being able to deliver on customer needs that range from simple to sophisticated. Meeting customer needs with employees backed by years of banking experience, who our customers actually get to know and see face to face.

Again, thank you for this opportunity. If you have any questions please feel free to contact me.

Thank you,

Carly M. Freeman
Business Banking Officer

Attachment I – Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker / Dealer			
Earnings Credit – Each Account	<u>0.25%</u>		
DDA Maintenance	<u>\$10.00</u>	Per month	
Deposit	<u>\$0.00</u>		No Charge
Deposited Checks (on your bank)	<u>\$0.10</u>	Per item	
Deposited Checks from Oklahoma	<u>\$0.10</u>	Per item	
Deposited Checks - Out of State	<u>\$0.10</u>	Per item	
Deposited Checks – Government	<u>\$0.10</u>	Per item	
Deposited Checks - Other	<u>\$0.10</u>	Per item	
Return Items	<u>\$4.00</u>	Per item	
Deposit Correction Fee	<u>\$0.00</u>		No Charge
Checks Paid	<u>\$0.15</u>	Per item	
Stop Payment Fee	<u>\$25.00</u>	Per item	
ACH & Electronic Debit	<u>\$0.15</u>	Per item	
ACH & Electronic Credit	<u>\$0.00</u>		No Charge
Positive Pay Service	<u>\$15.00</u>	Per month	
Positive Pay ACH Per Item	<u>N/A</u>		ACH Positive Pay could be available following a ninety day (90) implementation period after the bid is awarded.
Positive Pay Check Per Item	<u>\$0.10</u>	Per item	Per exception item
ACH Origination Fee	<u>N/A</u>	Monthly	

City of Nichols Hills and Nichols Hills Municipal Authority
Banking and Investment Services RFP
Spring 2016

Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
ACH / Originated	<u>\$0.10</u>	Per Item	Based upon volume, City of Nichols Hills will fall into the category of \$0.10/item only
ACH / Files Transmitted	<u>\$0.00</u>		No Charge
ACH / Return Items	<u>\$4.00</u>	Per item	
On Line Banking	<u>\$0.00</u>		No Charge
On Line Banking - Other	<u>\$0.00</u>		No Charge
Remote Deposit	<u>\$35.00</u>	Monthly Maintenance	Monthly fee for pre-owned check scanner
Remote Deposit – Per Item Fee	<u>\$0.00</u>	Per Item	Only deposited item fees listed on page 1 apply
Remote Deposit - Items drawn on your bank	<u>\$0.00</u>		Only deposited item fees listed on page 1 apply
Remote Deposit - Items Oklahoma (in state)	<u>\$0.00</u>		Only deposited item fees listed on page 1 apply
Remote Deposit - Items Out of State	<u>\$0.00</u>		Only deposited item fees listed on page 1 apply
Remote Deposit - Government	<u>\$0.00</u>		Only deposited item fees listed on page 1 apply
Wire Transfers – Domestic - Outgoing	<u>\$12.00</u>	Per item	
Wire Transfers – Domestic - Incoming	<u>\$10.00</u>	Per item	
Deposit Slips	<u>No Charge</u>		Pricing may be re-evaluated based on volume
Tamper Proof Deposit Bags	<u>No Charge</u>		Pricing may be re-evaluated based on volume
Courier Services - daily pickup	<u>Varies</u>	Per month	Pricing may vary between 3rd party couriers: dependent upon deposit volume, locations, frequency, and time constraints

Kirkpatrick Bank pricing accurate as of March 2016 and subject to change.

Attachment II - Account Proforma


ACCOUNT ANALYSIS SUMMARY
 for

City of Nichols Hills - Pooled Cash
Account Analysis Date

2/1/2016

Officer

Christy Sanford

BALANCE INFORMATION	
Average Balance.....	\$2,392,095.13
Less Average Float.....	<u>\$0.00</u>
Average Collected Balance.....	\$2,392,095.13
Less 10% Reserve Requirement.....	<u>\$239,209.51</u>
Average Investable Balance.....	\$2,152,885.62
Balance Required for Services.....	\$2,196,796.55

SERVICE CHARGE INFORMATION	
Cost of Services Performed	\$436.35
Earnings Credit Rate of 0.25 Percent on Investable Balance of: \$2,152,885.62	<u>\$457.12</u>
Actual Service Charge	-\$20.77

SUMMARY OF SERVICES				
Service Category	Unit Cost	Units	Activity Charge	Balance Required for Services
Account Maintenance	\$10.00	1	\$10.00	\$50,344.83
Checks Paid	\$0.15	163	\$24.45	\$123,093.10
Deposits/Credits	\$0.00	40	\$0.00	\$0.00
Transit Items Depositec	\$0.10	1	\$0.10	\$503.45
Transit Items Depositec	\$0.10	1147	\$114.70	\$577,455.17
ACH Deposits	\$0.00	38	\$0.00	\$0.00
ACH Withdrawals	\$0.15	25	\$3.75	\$18,879.31
Return Items	\$4.00	5	\$20.00	\$100,689.66
ACH Origination Per Item	\$0.10	706	\$70.60	\$355,434.48
Positive Pay Monthly	\$15.00	1	\$15.00	\$75,517.24
Positive Pay Exception Item	\$0.25	1	\$0.25	\$1,258.62
RDC Monthly Fee	\$35.00	1	\$35.00	\$176,206.90
Courier Service-Regular	\$142.50	1	<u>\$142.50</u>	\$717,413.79
			\$436.35	\$2,196,796.55

Total Fees:	\$0.00
Feb Savings:	\$975.62

Estimates are not a guarantee of future transaction expenses. Pricing accurate as of March 2016 and subject to change

Proforma based upon the statements provided by the City of Nichols Hills for February 2016
 Proposal completed by C. Freeman March 2016.



ACCOUNT ANALYSIS SUMMARY
for

City of Nichols Hills - Sinking Fund

Account Analysis Date

2/1/2016

Officer

Christy Sanford

BALANCE INFORMATION

Average Balance.....	\$709,917.21
Less Average Float.....	<u>\$0.00</u>
Average Collected Balance.....	\$709,917.21
Less 10% Reserve Requirement.....	<u>\$70,991.72</u>
Average Investable Balance.....	\$638,925.49
Balance Required for Services.....	\$39,247.31

SERVICE CHARGE INFORMATION

Cost of Services Performed	\$10.00
Earnings Credit Rate of 0.3 Percent on Investable Balance of: \$638,925.49	<u>\$162.79</u>
Actual Service Charge	-\$152.79

SUMMARY OF SERVICES

Service Category	Unit Cost	Units	Activity Charge	Balance Required for Services
Account Maintenance	\$10.00	1	\$10.00	\$39,247.31
ACH Deposits	\$0.00	3	<u>\$0.00</u>	\$0.00
			\$10.00	\$39,247.31

Total Fees:	\$0.00
Feb Savings:	\$231.02

Estimates are not a guarantee of future transaction expenses. Pricing accurate as of March 2016 and subject to change

Proforma based upon the statements provided by the City of Nichols Hills for February 2016

Proposal completed by C. Freeman March 2016.



ACCOUNT ANALYSIS SUMMARY
for

City of Nichols Hills - Court Bond

Account Analysis Date
2/1/2016

Officer
Christy Sanford

BALANCE INFORMATION	
Average Balance.....	\$11,760.91
Less Average Float.....	\$0.00
Average Collected Balance.....	\$11,760.91
Less 10% Reserve Requirement.....	\$1,176.09
Average Investable Balance.....	\$10,584.82
Balance Required for Services.....	\$43,956.99

SERVICE CHARGE INFORMATION			
Cost of Services Performed			\$11.20
Earnings Credit Rate of 0.3	Percent on Investable Balance of:	\$10,584.82	\$2.70
Actual Service Charge			\$8.50

SUMMARY OF SERVICES				
Service Category	Unit Cost	Units	Activity Charge	Balance Required for Services
Account Maintenance	\$10.00	1	\$10.00	\$39,247.31
Checks Paid	\$0.15	6	\$0.90	\$3,532.26
Deposits/Credits	\$0.00	36	\$0.00	\$0.00
Transit Items Deposited	\$0.10	3	\$0.30	\$1,177.42
ACH Deposits	\$0.00	3	\$0.00	\$0.00
			\$11.20	\$43,956.99

Total Fees:	\$8.50
Feb Savings:	\$26.44

Estimates are not a guarantee of future transaction expenses. Pricing accurate as of March 2016 and subject to change

Proforma based upon the statements provided by the City of Nichols Hills for February 2016

Proposal completed by C. Freeman March 2016.

ATTACHMENT III

**Wire Transfer Agreement**

Kirkpatrick Bank (the Bank) and (the Customer), enter into the following agreement as of the date specified herein. By signing below, the Customer agrees, accepts and acknowledges the following:

AUTHORIZATION: All persons identified in the Authorized Representatives Form (Schedule I) and/or the Wire Request via Kirkpatrick Bank Internet Banking (Schedule II) are fully authorized to act on behalf of the Customer in directing the Bank to wire funds from any account disclosed in Schedules I and/or II. The Customer agrees that granting said authority is within the scope of its/his/her business. The Authorized Representative(s) may direct the Bank to make a wire transfer to accounts and persons as specified on the Bank's Wire Transfer Form, whether those accounts are with the Bank or any other financial institution. Authorized Representatives may be added, deleted, or changed only by completing a new Schedule I reflecting the desired changes and submitting the new form to the Bank. Any updated Schedule I forms shall become effective only upon acceptance by the Bank and will replace and supersede all forms of earlier date.

SECURITY PROCEDURES: The Customer agrees and acknowledges that the Security Procedures offered by the Bank and set forth in Schedule III are commercially reasonable and that all Customer wire transfer requests shall be subject to the said procedures.

CONFIDENTIALITY OF PASSWORDS: The Customer agrees to maintain the confidentiality of any Password(s) provided in Schedules I and II. **The Customer further agrees to be responsible for, and indemnify the Bank against any claims associated with any and all wire transfers and fees for wires verified, in whole or in part, using the Password(s) provided in Schedules I and II.** As indicated above, Authorized Representatives may be added, deleted, or changed by completing a new Schedule I and/or a new Schedule II reflecting the desired changes. The Customer shall maintain the confidentiality of any Password(s) associated with the original Schedule I and Schedule II and any updates.

WIRE REQUESTS: Wire instructions initiated via telephone, e-mail, facsimile or other computer generated electronic transmissions must comply with security procedures outlined in Schedule III of the agreement. The customer acknowledges that the Bank does not recommend nor endorse the initiation of unencrypted e-mail or electronic communications. If customer elects to transmit unencrypted e-mail or other electronic communications, the Bank accepts no liability for breeches of privacy, loss or theft of information related to such communications. The customer indemnifies and agrees to hold the Bank harmless for any loss, damage, claim or other liability arising out of or in connection with unencrypted transmission initiated by the customer.

REPETITIVE REQUESTS: Repetitive wire requests are those that are initiated on a recurring (scheduled) basis and having identical, except for dollar amount, instructions from Customer. These requests are made using the Repetitive Transfer Form, attached hereto, (Schedule IV). Customer agrees that its execution and delivery to Bank of the Repetitive Transfer form, constitutes an effective and continuing authorization by Customer for Bank to consummate the repetitive wires identified therein. Repetitive wire transfer authorizations shall continue and remain in full force and effect until Bank has received written notification from Customer revoking such authorization as noted herein. Bank requires Customer to submit said revocation of authorization by completing the section titled "Revocation of Authorization" and submitting it in accordance with the instructions on (Schedule V). Customer acknowledges and agrees that the Customer call-back verification procedures set forth in Schedule III shall only be conducted by Bank upon the initial submission of a repetitive wire request and upon Customer's request to revoke a repetitive wire request.

DEADLINES: Domestic wire requests received prior to 4:00 pm CST each business day will be processed on the day of receipt. International wire requests received prior to 2:00 pm CST each business day will be processed on the day of receipt. All

wire requests received after the noted cut-off times will be processed the next business day. Business day is defined as Monday through Friday. Kirkpatrick Bank will not process requests on weekends or Federal Reserve holidays.

CONFIRMATIONS: The Bank will deliver a confirmation of each wire transfer upon the Customer(s) request or as indicated in Schedule III.

INTERNATIONAL REQUESTS: The Bank will not convert US dollars into the funds of the Country where payment is to be made except as specifically requested by the Customer. The Customer absolves Kirkpatrick Bank from any and all liabilities for loss arising from any cause beyond its control, including but not limited to the following: i) any act, failure, or negligence of any agent or correspondent selected by Kirkpatrick Bank for the remittance hereof; ii) any delay, error, omission, or default of any mail or wireless operator; or iii) any act or decree of any government or governmental agency. The Bank shall be under no obligation to obtain the receipt of the payee, but on request, will use its best efforts to trace payment at the expense of the Customer. The Bank shall not be liable to make any refund prior to its receiving confirmation of effective cancellation of the remittance. When foreign wires are transmitted, refund shall be made on the basis of the Bank's buying rate on the day of the refund, less the expenses of the Bank and its agents or correspondents. When funds are transmitted by electronic transfer, the Bank may send any message relative to the remittance using words or code.

AVAILABLE FUNDS: The Bank shall be under no obligation to accept transfer requests when, at the time the request is made, there are insufficient available funds in the account from which the transfer is requested. If funds are transferred without a sufficient balance in such account the Customer shall be liable to the Bank for the payment of any resulting insufficient balances plus reasonable costs for collection.

RECORDING TELEPHONE CONVERSATIONS: The Customer authorizes the Bank to electronically record any telephone conversation between the Bank and the Customer in its sole discretion, and to retain such recordings indefinitely. However, the Bank has no duty to record any instructions or to retain any recording it has made at its sole discretion.

REVOCAION OF A REQUEST: The Customer agrees to hold the Bank harmless against claims of third parties when the Customer revokes or cancels any wire instruction. The Bank makes no warranty as to its ability to revoke or cancel a transfer once made.

HANDLING of WIRE TRANSFER AMENDMENTS, REVOCATIONS and DISCREPANCIES: The Bank will use its best efforts to comply with any Customer request to amend or cancel any transfer or related wire transfer instruction. Such request must be made at a time and in a manner that provides the Bank a reasonable opportunity to act on the request before it makes the transfer or carries out the instruction as the Customer originally requested; provided, however, that the Customer agrees that the Bank shall not be responsible and will have no liability for any loss resulting from any delay in handling or consummation of any wire transfer request, or for Bank's inability for any reason to carry out a requested amendment or cancellation of any wire transfer request. If the Customer asks the Bank to recover funds that the Bank has already transferred in accordance with a wire transfer request, the Bank may do so in its sole discretion; however, the Bank shall be under no obligation to seek recovery of any funds. If the Bank grants such request to attempt to recover funds, the Bank will take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall the Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred before the Bank received and had time to act upon the request to amend or cancel the transfer request.

FEES: The Customer agrees to pay any fee in effect at the time of the request, plus any direct charges incurred by the Bank to make or revoke any Customer request. These fees are subject to change without notice, except where required by law. Unless payment is received at time of request, transfer fees, if applicable, will be charged to the Customer's account from which such transfer was initiated on the day the Bank executes the transfer.

CUSTOMER LIABILITY: The Customer shall be liable to the Bank for and shall indemnify and hold the Bank harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by the Customer or any other person acting in the customer's behalf, including without limitation; a) a breach by the Customer of any provision of this Agreement; b) the Bank's debiting or crediting of the account of any person as requested by the Customer; and c) the failure to act or the delay by any financial institution other than the Bank.

LIMITATION OF LIABILITY: The Customer agrees that the Bank shall be entitled to accept and rely on any representation or instruction of any Authorized Representative noted on Customer(s) Schedule I who follows applicable security procedures and provides the applicable password. THE BANK SHALL NOT BE OBLIGATED TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF THE

CUSTOMER ARE IN FACT APPLIED OR USED FOR ANY PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE; AND SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE CUSTOMER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY HEREIN GRANTED. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF SERVICES HEREUNDER. The Bank shall not be liable for the insolvency, neglect, misconduct, mistake or default of another bank or person in initiating or completing wire transfer transactions, nor shall the Bank be liable or responsible for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities; national emergencies; labor difficulties; acts of God; insurrection; war; power supply failure; malfunctions or unavoidable difficulties with the Bank’s wire transfer equipment; acts of, delays by or failure to act by any carrier and/or agent of the Bank may use to carry out the services to be provided under this Agreement; or any other cause or condition beyond the Bank’s control.

TERMINATION OF AGREEMENT: This Agreement shall remain in effect until terminated by one of the parties as specified within. The Bank may terminate this Agreement at any time; however, the Customer may terminate this Agreement by giving prior written notice of termination to the Bank.

ENTIRE AGREEMENT: This Wire Transfer Agreement Schedules I, II, III and IV, the terms and conditions of any written agreements relating to the Customer’s account(s) constitute the entire agreement between the Bank and the Customer. If any inconsistencies exist between those documents and this agreement, then the terms and conditions of this Wire Transfer Agreement shall control.

ACCEPTANCE:

Customer Name: _____

By: _____
Authorized Signature

Title: _____

Date: _____

ACCEPTANCE: Kirkpatrick Bank

By: _____
Bank Representative

Title: _____

Date: _____

**WIRE TRANSFER AGREEMENT
SCHEDULE I**
Authorized Representatives for Wire Transfers

CUSTOMER INFORMATION

Customer name: _____

ACCOUNT INFORMATION

Please specify all accounts numbers to be covered in the Wire Transfer Agreement:

Account number(s)

_____	_____	_____	_____
_____	_____	_____	_____

_____ Customer initials here that this agreement covers all current accounts of customers listed above.

AUTHORIZED USER INFORMATION

Authorized Person(s) Initiation of Outgoing Wires:

Name	Password (if applicable) for call back verification	Phone number (direct line) for call back verification
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Person(s) Verification/Call Backs:

Name	Password (if applicable) for call back verification	Phone number (direct line) for call back verification
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ACCEPTANCE:

Customer Name: _____

By: _____
Authorized Signature

Title: _____

Date: _____

ACCEPTANCE: Kirkpatrick Bank

By: _____
Bank Representative

Title: _____

Date: _____

FOR INTERNAL BANK USE ONLY: Complete this section if the customer has never had a WTA before and the WTA is not signed in the presence of a Kirkpatrick Bank employee; or when an existing WTA is being revised and is received either by fax or by email

Attachment: Kirkpatrick Bank Banking Service Proposal (2338 : request for proposals for banking services)

Identity confirmed by:	ID #:	Birth date:
Document type:	Expiration date:	Call back performed by:

WIRE TRANSFER AGREEMENT
Schedule II
 Wire Request via Kirkpatrick Bank's Internet Banking

Date:

COMPANY OR INDIVIDUALS INFORMATION

Company/Individuals name:		
Address:		
Contact name:	Email:	
Phone number:	Fax number:	Emergency phone number:

WIRE REQUEST LIMIT AND SUBMISSION

<input checked="" type="checkbox"/> Wire Request	Kirkpatrick Bank Cut-Off Time: 4:00 pm CST
Wire Request Limit: \$	Wire requests must be APPROVED by Company prior to bank's cut-off time. Files will not process until they have been APPROVED .

ACCOUNT INFORMATION

Please specify all accounts to be enrolled in Wire Request via Kirkpatrick Bank's Internet Banking

Account Title	Account Number	Account Title	Account Number
1.		7.	
2.		8.	
3.		9.	
4.		10.	
5.		11.	
6.		12.	

AUTHORIZED USER INFORMATION

Please specify authorized individuals who may initiate wire requests and/or receive call back verification

Name	Phone number for call back verification	Password for call back verification	Is this individual authorized for call back verification?
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

Customer Acceptance:

By: _____
 Authorized Signature

Title: _____

Acceptance: Kirkpatrick Bank

Date: _____

By: _____

Title: _____

Attachment: Kirkpatrick Bank Banking Service Proposal (2338 : request for proposals for banking services)

Date:

**WIRE TRANSFER AGREEMENT
SCHEDULE III
Security Procedures**

CUSTOMER:

Customer acknowledges and agrees that the purpose of this telephone call and/or password verification procedure, detailed herein, is to protect the Customer from unauthorized account access, identity theft and/or fraud.

For Wire Transfer Requests initiated by Telephone:

Wire Transfer Requests by phone will require a password that is selected and provided by the Customer to the Bank on Schedule I of this agreement. The Bank, at its discretion, will place a callback to the Customer or his/her authorized representative(s) set forth on Schedule I of this agreement requesting the Password and confirm the information regarding the request made by the Customer to determine proper authorization.

For Wire Transfers Requests initiated by email, facsimile, or internet banking:

The Bank, at its discretion, will place a callback to the customer or his/her authorized representative set forth on Schedule I and/or Schedule II of this agreement requesting a Password (if applicable) and/or confirm the information regarding the request made by the Customer to determine proper authorization.

For Wire Transfer Requests initiated in person:

The bank will verify the Customer by use of Driver License, and/or Signature Card, and/or by the Password provided in Schedule I of this agreement.

For Repetitive Wire Transfer Requests:

For repetitive wire transfers in which the account owner has provided prior authorization for automated wire transfers a call back will only be conducted by the Bank upon the initial submission of a repetitive wire request and upon Customer's request to revoke a repetitive wire request. Unless the repetitive wire transfer is initiated by telephone, email, facsimile, or internet banking, and beneficiary information is changed then the respective security procedures for each area of initiation will be followed.

Customer accepts the security procedures set forth in this Schedule III finds them to be commercially reasonable and agrees with the Bank that all wire transfers covered by this Wire Transfer Agreement between the Customer and the Bank shall be governed by such procedures.

AGREED AND ACCEPTED:

Customer Name: _____

Title: _____

By: _____

Date: _____

Authorized Signature

If you would like the Bank to provide a confirmation of each outgoing wire, please complete the following. I REQUEST THAT MY WIRE CONFIRMATION NOTICES BE DELIVERED BY:

US Mail Address: _____

Fax #: _____

Email: _____

**WIRE TRANSFER AGREEMENT
SCHEDULE IV
Repetitive Transfer Form**

By completing and signing this form, Customer authorizes Bank to electronically transfer funds via the Wire Transfer System between Customer's Deposit Account with Bank and the other Financial Institution identified below. In order to do so, Customer must be the named account holder of the Deposit Account. Please note that before Bank initiates the first wire requested under this Schedule, Bank will call the Authorized Representative identified at the telephone number provided in Schedule I and require the Authorized Representative to confirm the wire request. Bank will not initiate the wires requested herein unless the Authorized Representative accurately confirms the wire request. This authorization constitutes a commercially reasonable security procedure between Customer and Bank and will remain in effect until revoked by either party.

DOMESTIC

INTERNATIONAL

TRANSFER FUNDS FROM DEPOSIT ACCOUNT WITH BANK

Account name:	Account number:
Originator's Physical Address:	

TRANSFER INSTRUCTIONS FOR OTHER FINANCIAL INSTITUTION

Account name:	Account number:	
1 Correspondent Bank:	City/State:	ABA number:
2 Beneficiary Bank:	City/State/Country:	ABA No. / Swift:
3 For the Credit Of:	Account Number:	City/State/County:

Additional Beneficiary Information:

Frequency:	Date:
Amount:	Expiration Date:

Repetitive Transfer Password Requested:

ACCEPTANCE:

Customer Name: _____
By: _____
Authorized Signature
Title: _____

ACCEPTANCE: Kirkpatrick Bank

Date: _____
By: _____
Bank Representative
Title: _____

Attachment: Kirkpatrick Bank Banking Service Proposal (2338 : request for proposals for banking services)

Date: _____

**WIRE TRANSFER AGREEMENT
SCHEDULE V
Revocation of Authorization**

Should Customer decide to revoke this Scheduled Recurring Wire Authorization, it shall do so by signing and dating the form below and returning it to Bank as indicated below. Repetitive wire revocation should be received in such a time and manner as to afford the Bank a reasonable opportunity to act on it. Revocation of this authorization will be deemed effective when a member of Bank's Wire Transfer Department contacts Customer and confirms that the request has been processed.

PLEASE REVOKE THE FOLLOWING REPETITIVE WIRE

Customer name: _____

PLEASE REVOKE THE FOLLOWING REPETITIVE WIRE

Account name:	Account number:
Beneficiary Bank:	ABA No. / Swift:

Signature of Customer: _____
Authorized Signature

Print Name: _____

Print Title: _____ Date: _____
(MM/DD/YYYY)

Please **mail or fax** this completed form to:
Kirkpatrick Bank
Attn: Wire Transfer Department
P. O. Box 2850
Edmond, OK 73083
Fax: 405-341-2264

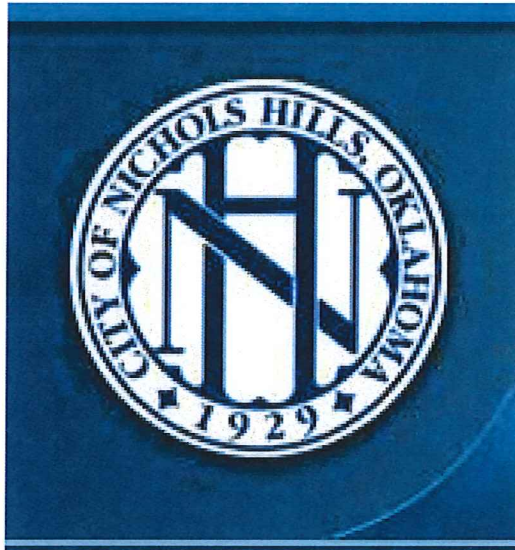
Date received:	Date processed:	Date effective:
----------------	-----------------	-----------------

Signature/Initials of Bank Representative completing revocation: _____

Attachment: Kirkpatrick Bank Banking Service Proposal (2338 : request for proposals for banking services)



MidFirst Bank's Response to
City of Nichols Hills
Request for Proposal



March 23, 2016

Submitted by:
Debbie Berney
First Vice President, OKC Private Banking

Renee Garnand
Vice President, Treasury Management Sales



March 23, 2016

City of Nichols Hills
Ms. Kristi Hort, City Clerk/Finance Director
6407 Avondale Avenue
Nichols Hills, OK 73116

Re: Request for Proposal

Dear Ms. Hort:

MidFirst Bank is pleased to have the opportunity to provide this proposal for commercial banking services to the City of Nichols Hills. As Oklahoma's second largest bank, the largest Oklahoma City-based bank, and a leader in commercial banking services, MidFirst Bank is poised to provide competitive and innovative banking solutions to the City of Nichols Hills.

MidFirst Bank was founded with a strong vision and has remained devoted to providing customers with value, extraordinary service and convenience. Our unique position in the marketplace differentiates us from the competition by allowing MidFirst to combine the product selection of a nationwide bank with the personal service of a local community bank. MidFirst Bank employs relationship managers with many years of experience, backed by highly qualified, centrally located support teams.

In addition, MidFirst Bank is a strong supporter of the communities we serve, investing time and money in important educational, charitable and civic organizations. Our volunteerism is powered by MidFirst Bank employees from all of the communities in which we live and share with our customers.

Our people and culture truly define the MidFirst Bank difference. Our team members are loyal - loyal in their character, loyal in their personal commitment to our customers and loyal to always doing the right thing. Our customers can always count on working with thoughtful, intelligent, honest professionals who are true to their financial goals.

We respectfully submit the enclosed proposal for your review, and thank you for your consideration. We would be happy to present our proposal upon your invitation, and look forward to providing services to the City of Nichols Hills with exceptional customer service from our committed local team.

Sincerely,


Debbie Berney
First Vice President
MidFirst Bank


Renee Garnand
Vice President
MidFirst Bank

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Midland Group and MidFirst Bank History

The Midland Group of Companies (the Midland Group) began in 1954 when W.R. Johnston, an experienced Oklahoma banker, purchased a 50 percent share in Midland Mortgage Company, an Oklahoma City based organization that had been formed four years earlier by a handful of individual investors. By 1963, Johnston and his son-in-law, George Records, had purchased the remaining 50 percent. Today, the Records family owns 100 percent of the Midland Group.

Over time, The Midland Group has grown to include companies in the financial services, real estate investment, and insurance industries. Currently, The Midland Group consists of Midland Financial Co., the holding company; MidFirst Bank, a federally chartered savings association; Midland Mortgage, a division of MidFirst Bank; and several other smaller subsidiaries specializing in insurance, real estate, credit collection and more.

Below are some highlights and milestones:

- In 1966, Midland Mortgage expanded their lending practices to include commercial income property loans.
- In 1981, Midland Financial Co. (MFC) was formed as the new holding company for The Midland Group. Its development marked the beginning of the current Midland Group structure.
- In 1982, MFC purchased a newly formed bank charter in Stilwell, Oklahoma, named it MidFirst Bank and moved it to Oklahoma City. At the end of its first year, the Bank had \$1.7 million in assets and five employees.
- During the 1980's the Bank grew through acquisitions, and by the end of its first decade of operations, the total number of banking centers stood at 22.
- During the 1990's, a strategic decision was made to increase the focus on long-term franchise value by diversifying the Bank's operations through growth of consumer and commercial banking activities. Part of the expansion strategy was to increase the Bank's presence in its home market of Oklahoma City, and to enter the Tulsa market. Significant investment has been made in people, real estate, and infrastructure to execute upon this strategy, which continues through this day.
- In 2003, MidFirst Bank began expanding into the Arizona market. Phoenix provided an excellent fit from a competitive, growth, and proximity perspective.
- Presently, MidFirst has over 80 retail banking centers in Oklahoma, Arizona and Colorado, more than 2,400 employees, and owns and operates nearly 200 ATMs throughout the network. Future growth is expected to continue with plans and sites in various stages of development.



Midland Group and MidFirst Bank History

- The financial industry suffered during the global liquidity and economic crisis beginning in 2007 through 2012. While MidFirst felt the effects of the economic crisis, the Bank remained profitable throughout this period. MidFirst Bank declined to participate in the Troubled Asset Relief Program (TARP) and continues to be among the top performing financial institutions in the United States. Given the strength of its core earnings base and its strong capital and liquidity positions the Bank is well positioned to take advantage of growth opportunities.

MidFirst Bank supports numerous educational, charitable, and civic organizations in the markets we serve. We are proud supporters of the United Way, CBMC Metro Prayer Breakfast, the Boys & Girls Club, American Heart Association, Oklahoma Christian University, Junior Achievement, the Oklahoma City Thunder, the Arizona Cardinals, the Redbud Foundation, the American Diabetes Foundation, Tulsa's Mayfest, the Backyard Bowl, the Arts Festival, and many others. MidFirst Bank's Pink Visa® Check Card supports the fight against breast cancer, and the Heart Visa® Check Card supports the American Heart Association.

Through steady and consistent growth in consumer, commercial, and mortgage banking, MidFirst Bank has become one of the largest privately owned banks in the United States. MidFirst Bank's history of commitment to customers, combined with its unique position in the banking industry, provide for a reputation unmatched by any other U.S. bank.





MIDFIRST BANK

Q4 2015 FINANCIAL REPORT

As one of the largest privately owned financial institutions in the United States, MidFirst Bank is highly capitalized and well diversified. During 2015, the bank earned \$272.7 million. MidFirst ended 2015 with total regulatory capital of \$1.2 billion. As of December 31, 2015, MidFirst's core capital ratio was 9.17% and the bank's total risk-based capital was 15.70%. MidFirst Bank's strong financial performance and capital position receive excellent ratings from third-party bank-rating firms, including a Superior 300 out of 300 bank safety rating in the most recent ranking from IDC, one of the most prominent bank rating agencies. MidFirst has received a Superior rating from IDC for 22 consecutive quarters, placing it in the top 5% of all U.S. financial institutions.

CONSOLIDATED BALANCE SHEET

as of December 31, 2015 (in thousands, unaudited)

Assets	
Cash and Short-Term Investments	\$ 117,980
Investment Securities	624,270
Commercial & Consumer Loans	5,025,600
Residential Mortgage Loans ⁽¹⁾	4,548,993
Allowance for Possible Loan Losses	(90,598)
Other Assets	1,341,001
Total Assets	<u>\$11,567,246</u>
Liabilities & Stockholder's Equity	
Total Deposits	\$ 6,483,230
Borrowings	3,804,571
Accounts Payable & Accrued Expenses	124,774
Total Liabilities	<u>\$10,412,575</u>
Stockholder's Equity	1,154,671
Total Liabilities & Stockholder's Equity	<u>\$11,567,246</u>
Core Capital Ratio	9.17%
Total Risk-Based Capital Ratio	15.70%

(1) More than 90% of residential mortgage loans have a government guarantee.

CONSOLIDATED STATEMENT OF EARNINGS

for the twelve months ended December 31, 2015 (in thousands, unaudited)

Interest Income	\$ 494,043
Interest Expense	87,935
Net Interest Income	<u>406,108</u>
Provision for Possible Loan Losses	0
Net Interest Income After Provision for Possible Loan Losses	<u>406,108</u>
Noninterest Income	223,855
Noninterest Expense	357,257
Net Earnings	<u>\$ 272,706</u>

Relationship Team

Private Banking

Debbie Berney, First Vice President of MidFirst Private Bank-Oklahoma City, is an Oklahoma City native with over 30 years of trust and private banking experience. Prior to joining MidFirst Bank in 1997, Debbie had extensive experience in trust department oil and gas administration and also served as a landman for Amoco Production Company. Debbie is a graduate of the University of Oklahoma with a bachelor's degree in business administration. She earned a master's of business administration from Oklahoma City University and holds a Certified Trust and Financial Advisor designation from the Institute of Certified Bankers.

Ross Hansen, Senior Vice President and Managing Director of MidFirst Private Bank-Oklahoma City, brings 30 years of banking and finance experience to his position. Ross has spent the last 18 years in the wealth management industry, developing solutions for complex credit needs, sophisticated asset management strategies, and tax efficient estate plans. Ross earned a Bachelor's degree in Finance from the University of Oklahoma and is a Certified Cash Manager.

Sabrina Hogue, Administrative Assistant of MidFirst Private Bank-Oklahoma City, has spent the last 9 years supporting private bank customers with their banking needs ranging from opening and maintaining both business and personal deposit accounts, to handling multiple transaction requests. Customers routinely rely on Sabrina for wire transfers, account status changes, account research, and a variety of other requests that arise. Sabrina has also worked for the bank in other departments including investor services and accounting. She has been with the bank since September 1997.

Relationship Team

Treasury Management

Renee Garnand, Vice President of Treasury Management Sales, has 15 years of banking experience in treasury management, private banking, and retail banking services. Renee advises clientele on treasury management solutions in order to streamline account receivables and payables and maximize their cash-flow. Renee was the College of Business Class Marshall at the University of Central Oklahoma, and graduated with a major in Finance and a minor in Business Administration. An Oklahoma native, she resides in Edmond with her husband and three sons.

Cynthia Pearson, First Vice President and Director of Treasury Management Sales, has over 27 years in retail banking, treasury management, product and operations management and sales, and has been with MidFirst Bank over nine years. Cynthia was the 2014-2015 Oklahoma Cash Management Association President. Cynthia holds a B.A. in Management from Southern Nazarene University. A long-time resident of Edmond, Cynthia and her husband, along with their son and daughter, call Oklahoma home.

City of Nichols Hills and Nichols Hills Municipal Authority
Banking and Investment Services RFP
Spring 2016



City of Nichols Hills and Nichols Hills Municipal Authority
Request for Proposal (RFP)
Banking and Investment Services

6407 Avondale Drive
Nichols Hills, OK 73116
(405) 843-6637

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INTRODUCTION

The City of Nichols Hills, Oklahoma along with Nichols Hills Municipal Authority (NHMA), hereafter referred to as "CITY", is seeking written proposals from qualified banking institutions (the "bank") as approved in our Investment Policy to provide various banking services. The purpose of this process is to obtain high quality requisite depository, banking and investment services at a competitive price. The schedule for this RFP may be found on Page 4 of this document. Per the schedule, the RFP for banking services contract to be awarded **April 15, 2016**, with service to begin in **May 2016**

Questions should be presented in writing to the City Clerk, with questions and answers provided to all banks. Responses to the RFP must address all of the items listed in this request for proposal and be submitted in a sealed envelope or package marked "Banking and Investment Services Proposal" on the outside of the envelope. Proposals must be received no later than **10 AM on Wednesday, March 23, 2016**. Proposals will be opened at Public Works Building, 1009 NW 75th, Nichols Hills, Oklahoma on **Wednesday, March 23, 2016 at 11 AM**. Please submit seven originals and one electronic copy of the proposal as follows:

City of Nichols Hills and Nichols Hills Municipal Authority
Attn: City Clerk
6407 Avondale Drive
Nichols Hills, OK 73116

US Mail by 10AM March 23, 2016

City of Nichols Hills & NHMA
Attn: Kristi Hort, Finance Director
6407 Avondale Drive
Nichols Hills, OK 73116

WALK-IN DELIVERY by 10AM March 23, 2016

City of Nichols Hills & NHMA
Attn: Kristi Hort, Finance Director
1117 NW 63rd Street
Nichols Hills, OK 73116

Incomplete proposals will not be considered. Any exceptions to the specifications of this request for proposal must be clearly stated in writing in the proposal. The City reserves the right to reject any and all proposals, to waive irregularities, to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected, and to cancel this proposal if doing so would be in the public interest.

The successful proposal will be awarded a contract valid until **June 30, 2017** with the option to renew annually subject to the City and Bank's mutual agreement. The City is seeking a complete range of services and products as described in the Required Services section.

The City currently maintains approximately eleven depository accounts.

BACKGROUND

City Manager David Poole, City Treasurer Gerald Marshall and Finance Director Kristi Hort are working together for the City and are seeking the most comprehensive services at the most competitive rates from the "bank". This Request for Proposal (RFP) represents the cash management goals, specifies all banks' required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and the contract award provisions. Please provide contact information and corresponding e-mail address for the individual services (i.e. ACH, Wires, Monthly Investment RFP's, etc.). All addendums and responses will be sent to your contact going forward.

The City has an Investment Policy which clearly states the requirements of the bank. A copy of the policy may be found in Appendix A.

Please acknowledge receipt of this banking services proposal via e-mail to cityclerk@nicholshills.net.

PROPOSAL PROCEDURES

The City has made every effort to include information within this RFP for the bank to prepare a responsive proposal. The City encourages banks to submit a proposal that is comprehensive, clear and concise.

The schedule of the proposal process is as follows:

Release of RFP	February 24, 2016
Questions from all banks	March 11, 2016 – Received by Noon
Responses to all questions	March 18, 2016 10 AM
Sealed Proposals are Due	March 23, 2016 10 AM
	Will be opened: March 23, 2016 11 AM at Public Works Building 1009 NW 75th Nichols Hills, OK 73116
Proposal Review	March 23 - 28, 2016
Interview finalists (if necessary)	March 29 - 31, 2016
City Council Approval of Contract	April 12, 2016
Notice of award	April 15, 2016
Implementation and Conversion	May 2016

All dates are estimates and subject to change by the City, except the Sealed Proposals due date.

Proposers are advised that if any information submitted is intended to remain confidential, it must be clearly identified as such. The City will endeavor not to disclose such information to the extent allowed under Oklahoma State law.

EVALUATION CRITERIA FOR SELECTION

Proposal Review - After the closing date, City staff will begin evaluation of all proposals submitted. Selected proposers may be requested to conduct an oral presentation of their proposals. These proposers will be notified to arrange an oral review meeting.

Evaluations of proposals will be made on the basis of the following objectives:

- Service availability 25%
- Cost of Service 35%
- Time deposit interest rates 40%

Award Notification – After a final decision is made, the successful bank will be invited to finalize a contract with the City of Nichols Hills and Nichols Hills Municipal Authority. The remaining banks will be notified in writing of their selection status.

Implementation and Conversion After Council Approval of Contract – The awarded bank will be expected to present a conversion/implementation plan that agrees to the timeframe on Page 4 and provide adequate support to City staff to ensure a smooth transition.

REQUIRED BANKING SERVICES

This list indicates all bank services to be provided by the bank under this agreement. Attachment I lists each of these services. The bank should use this attachment to provide the specific price for each service.

1. An account executive must be assigned to the City to assist and expedite the solution of potential problems.

The City of Nichols Hills will have a dedicated Relationship Manager, Debbie Berney, as well as a dedicated Treasury Management Sales Officer, Renee Garnand. Our commitment to the City of Nichols Hills is to provide timely and accurate responses to any and all inquiries, as well as to keep the City advised of new services which may enhance the cash flow, control, fraud prevention and overall performance of the City of Nichols Hills day-to-day banking operations.

Treasury Management Sales and Implementation will provide on-site training for online banking services, including ACH, Wire Transfer, Positive Pay, and Remote Deposit.

After implementation, your Relationship Manager will be your primary contact, with the Private Bank Administrative Assistant being the dedicated customer service associate; however, she will utilize the expert skills from Treasury Management Support and Sales as well as other areas of the bank to address any concerns should they arise. Treasury Management Support provides live operator support to assist with system questions, login resets and general treasury management inquiries.

2. Depository accounts to maintain regular daily activities. Currently, the city maintains eleven such accounts. This number may vary.

MidFirst Bank offers an array of business checking account types. Private Preferred Business Checking is suggested for those accounts with less than 150 transactions (i.e. the City of Nichols Hills Sinking Fund account and the City of Nichols Hills Court Bond account). Commercial Checking is suggested for those accounts with large transaction volume (i.e. the City of Nichols Hills Pooled Cash account).

3. City requires that a night depository be available after 5 PM.

Night depository is available at most MidFirst Bank locations. The Grand & Western Avenue branch would be the closest location to the City of Nichols Hills that offers night depository services (approximately 0.50 miles in distance). Night drop deposits will be processed the following business day.

4. Collateralization of all account balances by 110 percent.

*MidFirst Bank proposes to utilize our Insured Cash Sweep product to provide FDIC coverage for all of the funds in excess of \$250,000 deposited into demand deposit accounts by the City of Nichols Hills. The Insured Cash Sweep and ICS are registered services of the Promontory Interfinancial Network, LLC. The Insured Cash Sweep **Demand Product** will sweep funds in excess of \$250,000 and place those funds in different financial institutions that participate in the Promontory Interfinancial Network. The aggregate dollar limitations for the Insured Cash Sweep are \$35,000,000 per Company Tax I.D. This provides more than adequate coverage for the City of Nichols Hills. MidFirst will apply an earnings allowance of *0.20% on checking account balances not swept. The Insured Cash Sweep will apply an interest rate of *0.15% to balances that are swept and maintained in the ICS product.*

MidFirst Bank will continue to purchase Irrevocable Letters of Credit from Federal Home Loan Bank for the City of Nichols Hills in the amount of 110% of the total of the investments (Certificates of Deposit) made for the City of Nichols Hills and held by MidFirst.

**Rates are subject to change*

5. The bank will provide standard banking supplies and services; including but not limited to, deposit slips, deposit tamper proof bags, depository keys and secured deposit bags at no additional cost to the City. The City will provide all checks.

Standard banking supplies will be provided to the City of Nichols Hills.

6. Monthly account and account analysis statements, confirmations and other report related features within two (2) business days after month end. Monthly account statements must include images of all deposits and withdrawals.

Prior-month bank statements may be viewed through iManage® Business Banking 24-hours a day, with an 18-month history available. An iManage® Business Banking authorized user of this service will receive email notification on the 2nd business day for prior month bank statements and account analysis statements. Bank Statements include images of deposits and withdrawals.

7. Online banking access allowing the City to wire funds, transfer funds and submit ACH/EFT transactions.

iManage® Business Banking provides both prior and current-day account information, which could contain deposits, remote deposits and images of checks paid. iManage®'s web-based solution does not require the purchase of special banking software for access to account activity or transaction initiation capabilities. iManage® uses SSL 128-bit encryption to ensure safety and security of your financial information. Secure Token technology is also utilized for ACH and wire origination.

Additionally, iManage® Business Banking provides Check Images, Payment Initiation (repetitive and non-repetitive wire transfers, ACH debits and credits, transfers between accounts and federal and state tax payments), Wire Origination, Bill Payment, Stop Payment, Check Ordering, Express Transfers (internal one to one account) and Loan Payments. Online banking is available 24-hours a day, 7 days a week.

8. Wire Transfer Services: The City currently generates between four (4) and eight (8) incoming and outgoing wires each month. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures.

MidFirst Bank's Wire Transfer Service enables the City to initiate payments quickly, easily and securely through iManage® Business Banking, or by an authorized Remote Wire Transfer Request sent to the Relationship Officer. The convenience of domestic and international wires, as well as repetitive and non-repetitive wires is provided. The deadline for online or manual Domestic Wire requests is 4:00pm CST. The deadline for online International Wires is 4:00pm CST, with a deadline of 3:00pm CST for manual requests. An option is available to receive incoming and outgoing wire notifications by email.

The designated iManage® Business Banking Administrator determines which users will have access to the system, as well as which accounts may be accessible by the authorized users. The Administrator may establish daily maximum limits and assign user entitlements based on functional needs. Multiple approvals for transactions can be established, as well as the set-up and receipt of bank alerts.

Please refer to Section 7 for samples of Remote Wire Requests documents, as well as the iManage® Business Banking Agreement and Bank Recommended Security Procedures.

9. Must provide direct deposit services.

Web-based iManage® Business Banking provides template ACH, as well the ability to accept uploaded NACHA files. Direct FTP transmission is also available upon request (set up is required). The deadline for originating ACH files is 5:00pm (CST) on the day prior to the settlement date. We support PPD, PPD+, CCD, CCD+, CTX and CTX+ ACH originations.

10. Must provide remote deposit services.

Remote Deposit services are provided by MidFirst Bank. A “virtual” deposit ticket is created in lieu of a paper deposit ticket within the MidFirst web-based Remote Deposit system; Virtual Endorsement of items is also available. Once check images are captured and the image-based deposit is prepared, the City will transmit the deposit over the internet as an encrypted file to a secure MidFirst Bank website. When MidFirst receives the image deposit, it is posted to the appropriate account. A confirmation acknowledging receipt of the deposit will then be emailed to the City.

11. Must provide check protection (“positive pay”) services.

MidFirst Bank offers Positive Pay, with the additional recommendation of Payee Positive Pay. On each business day, the report data provided by entitled iManage® Business Banking users of the City of Nichols Hills will be matched to checks presented against the account verifying dollar amount, check number and Payee. If the check matches the check issue data provided by the City, MidFirst will pay the check against the City’s account. If the check does not match, entitled iManage® Business Banking users of the City will decision the item by 2:00pm (CST), or MidFirst will default to the instruction selected by the City.

MidFirst Bank also offers ACH Positive Pay. As electronic debits are presented against the account, entitled iManage® Business Banking users can establish a rule for a particular ACH Originator ID for future debits (i.e. either a maximum dollar amount that is allowed to post to the account or an unlimited dollar amount that is allowed to post to the account), accept the debit one time, or simply return the item. The City will decision the item by 2:00pm (CST), or MidFirst will default to the instruction selected by the City.

Both Positive Pay and ACH Positive Pay allow for entitled iManage® Business Banking users to establish email alert notifications when an exception item is trying to post to the account, as well as a second exception reminder email delivered at 1:00pm (CST) before the decision deadline of 2:00pm (CST).

12. Automatic redeposit of returned checks a second time, if the instruments are initially dishonored due to “NSF” notations. NSF fees are to be assessed against the monthly analysis.

MidFirst Bank will redeposit any returned item that is returned as “NSF”; standard policy may be deviated from with a Special Instructions form on file executed by the City.

13. Stop Payment fees shall be waived.

Stop Payments may be manually requested to the Relationship Officer or completed through iManage® Business Banking 24-hours a day, 7 days a week. Once initiated through iManage® Business Banking, a Confirmation screen will be available to view and/or print, as well as a 3-month rolling history of stop payment requests.

MidFirst Bank will waive the Stop Payment fees for both manual requests and requests completed via iManage® Business Banking.

14. Courier services provided and fees assessed against the monthly analysis.

Loomis is the preferred provider for MidFirst customers in need of Armored Car services. The scheduling of cash transportation and fees will be negotiated directly between Loomis and the City.

The City of Nichols Hills may wish to engage the courier service of their choice, with monies being delivered to the Main Bank location, MidFirst Bank's Grand & Western Avenue branch location.

INVESTMENT SERVICES

All investments (certificates of deposit) bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank.

MidFirst Bank will continue to bid competitive rates for City of Nichols Hills Certificates of Deposit (CDs), and will continue to purchase Irrevocable Letters of Credit from Federal Home Loan Bank for the City of Nichols Hills in the amount of 110% of the total of the CDs held by MidFirst.

FORMAT & CONTENT OF PROPOSAL

In order to fully and equitably evaluate each bank's ability to meet the banking services needs of the City, the Proposed Fee Schedule (see Attachment I) must be completed and submitted. Each proposal must include a response to each item in the "Required Banking Services" in the order given.

Attachment I – Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker / Dealer			
Earnings Credit – Each Account	0.20%		Rates are subject to change
DDA Maintenance	15.00	Per month per account	
Deposit	0.40	Per Unit	
Deposited Checks (on your bank)	0.09	Per Unit	
Deposited Checks from Oklahoma	0.09	Per Unit	
Deposited Checks - Out of State	0.09	Per Unit	
Deposited Checks – Government	0.09	Per Unit	
Deposited Checks - Other			
Return Items	7.00	Per Unit	
Deposit Correction Fee	N/A		
Checks Paid	0.19	Per Unit	
Stop Payment Fee	N/A		Will be waived
ACH & Electronic Debit	0.19	Per Unit	
ACH & Electronic Credit	0.30	Per Unit	
Positive Pay Service	25.00	Per month per account	40.00 per month if not coupled with ACH Positive Pay
Positive Pay ACH Per Item	N/A		

Positive Pay Check Per Item	0.11	Per Unit	Payee Positive Pay (0.10 if standard Positive Pay)
ACH Origination Fee	20.00	Monthly	
Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
ACH / Originated	0.10	Per Unit	
ACH / Files Transmitted	5.00	Per Unit	
ACH / Return Items	3.00	Per Unit	
On Line Banking	40.00	Per Month	Includes first 3 accounts listed
On Line Banking - Other	4.00	Per Unit	Monthly fee for each account above first 3 accounts listed
Remote Deposit	50.00	Per month per scanner	
Remote Deposit – Per Item Fee	N/A		
Remote Deposit - Items drawn on your bank	0.09	Per Unit	
Remote Deposit - Items Oklahoma (in state)	0.09	Per Unit	
Remote Deposit - Items Out of State	0.09	Per Unit	
Remote Deposit - Government	0.09	Per Unit	
Wire Transfers – Domestic - Outgoing	10.00 online; 16.00 manual	Per Unit	
Wire Transfers – Domestic - Incoming	10.00	Per Unit	
Deposit Slips	N/A		Bank will provide
Tamper Proof Deposit Bags	N/A		Bank will provide
Courier Services - daily pickup			Negotiated between City & Loomis (or vendor of choice)

TREASURY MANAGEMENT SERVICES



MidFirst Bank Account Analysis Comparison

Client Name: City of Nichols Hills
Account: Pooled Cash
Date: 3/18/2016

Services Requested

Description	Unit Price	Activity	Total Price	Collected Bal Required To Offset Charges
General Account Services				
Account Maintenance	15.000	1	\$ 15.00	\$ 94,396.55
Deposit/Credit Posted - Electronic	0.300	38	\$ 11.40	\$ 71,741.38
Deposit/Credit Posted - Paper	0.400	40	\$ 16.00	\$ 100,689.66
Debits/Checks	0.190	190	\$ 36.10	\$ 227,181.03
Items Deposited, On Us	0.090	126	\$ 11.34	\$ 71,363.79
Items Deposited, Transit	0.090	1,022	\$ 91.98	\$ 578,839.66
Insufficient Funds Item	32.500		\$ -	\$ -
Returned Items	7.000	2	\$ 14.00	\$ 88,103.45
Re-Deposited	5.000		\$ -	\$ -
Stop Payments	28.000		\$ -	\$ -
ZBA Master	20.000		\$ -	\$ -
ZBA Sub	15.000		\$ -	\$ -
FDIC Assessment Charge	0.10%	100,000	\$ 7.95	\$ 50,000.00
Email Wire Advice (monthly/per account)	10.000		\$ -	\$ -
Incoming Domestic Wire	10.000		\$ -	\$ -
Incoming International Wire	15.000		\$ -	\$ -
Outgoing Domestic Wire-Manual	16.000		\$ -	\$ -
Outgoing International Wire	45.000		\$ -	\$ -
Cash Management Services				
CD-ROM (monthly/per account)	25.000		\$ -	\$ -
iManage, Online Banking (up to 3 accounts)	40.000	1	\$ 40.00	\$ 251,724.14
Additional Account	4.000	8	\$ 32.00	\$ 201,379.31
iManage, ACH Module (per month)	20.000	1	\$ 20.00	\$ 125,862.07
iManage, Per ACH Origination or Collection	0.100	706	\$ 70.60	\$ 444,293.10
iManage ACH Item Returned	3.000	4	\$ 12.00	\$ 75,517.24
iManage ACH Notice of Change (NOC)	3.000		\$ -	\$ -
iManage, ACH File Upload	5.000	8	\$ 40.00	\$ 251,724.14
iManage Secure Token (per user)	2.000	5	\$ 10.00	\$ 62,931.03
iManage Bill Payment (first 10 are free)	0.500		\$ -	\$ -
iManage Stop Payment Request	15.000		\$ -	\$ -
iManage Outgoing Domestic Wire	10.000		\$ -	\$ -
iManage Outgoing International Wire	40.000		\$ -	\$ -
Payee Positive Pay	25.000	1	\$ 25.00	\$ 157,327.59
Payee Positive Pay Item Issued	0.110	163	\$ 17.93	\$ 112,835.34
Positive Pay Exception Item	1.000	1	\$ 1.00	\$ 6,293.10
ACH Positive Pay	25.000	1	\$ 25.00	\$ 157,327.59
ACH Positive Pay Exception Item	1.000		\$ -	\$ -
Remote Deposit	50.000	1	\$ 50.00	\$ 314,655.17
Insured Cash Sweep	30.000	1	\$ 30.00	\$ 188,793.10
Total			\$ 577.30	\$ 3,632,978.45

NOTE: Activity based on February 2016 balances

Balance Information

Average Ledger Balance ¹	\$ 100,000.00
Less: Average Float ¹	\$ -
Average Collected Balance ¹	\$ 100,000.00
Days in Period Analyzed	29

Earnings Credit Analysis

Average Collected Balance ¹	\$ 100,000.00
Balances Available For Service Charges ¹	\$ 100,000.00
Earnings Credit Rate	0.2000%
Monthly Earnings Credit	\$ 15.89
Monthly Service Charges ²	\$ 561.40

Banking Comparison

BancFirst Fees	\$ 954.82
MidFirst Fees	\$ 561.40
Monthly Savings to City of Nichols Hills	\$ 393.42

¹ Balances based on February 2016 summary

² Service charges will vary depending on activity, balances, and earnings credit rates.

Please see attached pricing disclosure for other general banking activity prices, when applicable.

Treasury Management & Commercial Deposit Services

Treasury Management and Commercial Deposit Services

MidFirst understands that our business customers are continuously seeking to manage their company's operations efficiently and effectively. We know that the City's timely provision of its cash resources is necessary to sustain ongoing activities. These activities are the fundamental building blocks for our comprehensive set of Treasury Management services and solutions.

MidFirst Treasury Management services are designed to enhance the City's overall liquidity and our Treasury Management experts will work with you to tailor our products to the City's unique needs. We pride ourselves in offering competitively priced, state-of-the-art information reporting, collection, and disbursement services.

MidFirst Bank's Operations and Treasury Management Support are conveniently located in Oklahoma City. Local contacts and support combine to ensure timely assistance and response.

On the following pages, we are pleased to provide an overview of our suite of innovative, flexible paper and electronic services that can help the City streamline the payment and disbursement processes while identifying and implementing best practices to reduce risk.



Eighth and Lincoln Banking Center

Treasury Management & Commercial Deposit Services

iManage Business Banking

iManage Business Banking® offers a powerful array of services that may be customized to accommodate the City's needs and requirements. iManage Business Banking® allows the ability to view account balances, transactions, statements, and check images online, as well as initiate stop payments and internal funds transfers between accounts. iManage Business Banking® also provides additional payment options of ACH and wire transfers, increased security options and expanded functionality.

Insured Cash Sweep

Insured Cash Sweep (ICS) will enhance the City's earnings potential, maintain liquidity and provide deposits that are fully insured. With ICS, funds in excess of the Federal Deposit Insurance Corporation (FDIC) \$250,000 limit will be swept and placed in different financial institutions. Collected balances in excess of a predetermined target balance will automatically be swept daily after all debits and credits have posted.

Lockbox

Lockbox Service optimizes the City's cash flow by providing a more efficient way to collect accounts receivable. Payments are sent to a designated post office box where they are collected daily and processed for deposit according to the directions provided by the City. Our images service provides same-day online access to Lockbox deposited items and remittances, replacing paper reports and check copies. Access to images is available online 24 hours a day, seven days a week. A CD-ROM containing the transaction images is also available, eliminating the need to store physical checks.

Merchant Services

Merchant Services expand the payment options available to the City's customers by allowing the City to accept debit and credit card. MidFirst Bank Merchant Services, powered by First Data, provides state-of-the-art technology, a local account executive and competitive rates.

Treasury Management & Commercial Deposit Services

Payroll Cards

Cards may replace payroll checks and are reloadable, with functions similar to debit cards. By issuing reloadable cards instead of checks, the City may save the costs of creating and mailing checks, as well as additional costs associated with replacing a lost or stolen check.

Purchasing/Commercial Credit Cards

MidFirst Bank's credit card suite for businesses can streamline the expense reporting process and assist in vendor payment and procurement. Along with the benefits and convenience of using the card, businesses may be rewarded for their purchases.

Positive Pay/ACH Positive Pay

Positive Pay helps eliminate or reduce check fraud by allowing the City to review checks presented for payment online before they post. The City would provide check issued information to MidFirst Bank. Checks presented for payment are matched against the check issued information, and unmatched items are referred back to the City for a pay or return decision. Positive Pay helps detect counterfeit items, unauthorized items, voided checks presented for payment, stolen or altered checks, and checks issued in error.

ACH Positive Pay enables the City to filter or block unauthorized electronic transactions by establishing criteria for debits allowed to post to the account. Any electronic transaction that does not meet the criteria is referred back to the City for a pay or return decision. When reviewing exceptions, the City may add criteria for handling future electronic transactions from an originator.

Remote Deposit

Remote Deposit allows the City to submit deposits electronically from the convenience of the office and receive extended deposit deadlines. Checks are scanned for deposit through a bank provided scanner to transmit a deposit online in an encrypted file to a secure MidFirst Bank website for posting to the City's deposit account. Check images and reports may be accessed for 60 days.

Treasury Management & Commercial Deposit Services

Zero Balance Account (ZBA)

Eliminate unproductive balances, centralize control of cash, and reduce clerical time and expense. Zero Balance Account service automatically moves funds between individual deposit sub-accounts to and from a designated master concentration account.

Commercial Deposit Services

MidFirst Bank has the ability to provide a wide variety of deposit account options depending upon each customer's needs. We offer multiple checking accounts, savings accounts, money markets, and certificates of deposit.

Recommendations

The following recommendations and savings are based on the February account analysis statements provided for the Pooled Cash, Sinking Fund and Court Bond accounts and the balances provided for the City of Nichols Hills remaining accounts.

Pooled Cash – MidFirst Bank would recommend a Commercial Checking account type, with the incorporation of an Insured Cash Sweep at a \$100,000 sweep threshold. For February, the City would have realized a net savings of \$391.82, as well as earned an interest rate of *0.15% on the \$2,282,080.52 Average Collected Balance.

Sinking Fund – MidFirst Bank would recommend a Private Preferred Business Checking account type that allows for 150 transactions per month, with the incorporation of an Insured Cash Sweep at a \$00 sweep threshold. For February, the City would have realized a net savings of \$48.23, as well as earned an interest rate of *0.15% on the \$709,917.21 Average Collected Balance.

Court Bond Account – MidFirst Bank would recommend a Private Preferred Business Checking account type that allows for 150 transactions per month. For February, the City would have realized a net savings of \$34.94.

MidFirst Bank would recommend a Private Preferred Business Checking account type for the Flex Account. MidFirst Bank would recommend a Private Preferred Business Checking account type, with the incorporation of an Insured Cash Sweep at a \$00 sweep threshold for all remaining City of Nichols Hills accounts.

**Rates are subject to change*

Company Club

The Company Club program is specially designed for the employees of your business. MidFirst Bank's Company Club program includes a unique combination of services and benefits that makes banking faster and easier for your employees, plus it saves them money.

Key Benefits

- Our M Company Club account features no monthly maintenance fee when direct deposit or minimum balance requirements are met
- FREE traveler's checks, money orders, and official checks
- FREE coin counting
- FREE Internet banking, mobile banking¹, and online Bill Pay
- Safe deposit box discount available²
- Auto-debit loan discounts
- Interest rate bumps on your CD, savings, and money market accounts
- Over 50 banking centers statewide
- Locations with extended lobby and drive-thru hours



33rd and Broadway

¹Carrier charges may apply.

²Safe deposit box limited to availability.


**DOMESTIC WIRE TRANSFER
REMOTE REQUEST FORM**

TRANSFER INFORMATION TO BE COMPLETED BY CUSTOMER	
Originating Account Number:	
Originating Customer Name:	
Wire Amount:	<i>Example: \$250,000.00</i>
Written Wire Amount:	<i>Example: Two Hundred Fifty Thousand Dollars and Zero Cents</i>
Receiving Bank ABA:	
Receiving Bank Name:	
Beneficiary Account:	
Beneficiary Customer Name:	
Beneficiary Customer Street:	
Beneficiary City, State, and Zip Code:	
Purpose of Payment (optional):	
Special Instructions: Additional information to be sent with wire transfer <i>Example: Invoice 123 or For Further Credit to Bob Smith</i>	

The undersigned has read and reviewed the information contained on this form and certifies its accuracy. The undersigned has received a copy of page 2, "Domestic Wire Transfer Remote Request Form Disclosure Statement" and understands the disclosure information.

Prior to MidFirst Bank ("Bank") transmitting this wire, the undersigned understands that the Bank will follow applicable security procedures which may include a verification telephone call to a telephone number of record listed in my account information, in addition to other security procedures and verification, which Bank may require from time to time. Furthermore, the undersigned acknowledges that any account changes in the telephone numbers listed of record (or any other account information), that occurs within the past thirty (30) days may result in cancellation or delay of the wire transfer request. Bank shall have no liability for incorrect information of record, which has not been properly updated by the undersigned in a reasonable and timely manner.

Business Customers Only: The undersigned, as a duly authorized signer and representative of the applicable business has received a copy of the Funds Transfer Agreement ("FTA"), and has reviewed and understands the information contained in the FTA. The undersigned represents that they are an official signer on the account(s) listed herein with full authorization to send wires on behalf of the identified company. It is further agreed and understood, that the identified company and the Bank will follow the applicable security procedures selected by the company.

Printed Name of Authorized Signer

Signature

Company Title of Authorized Signer

Date

This form must be signed and dated by the Customer (as identified above in the originating customer name line), and returned to the following MidFirst Bank representative:

Printed Name of MidFirst Bank Representative

Contact Information

MidFirst Bank Representative Signature (see policy)

Date

The information contained in this wire transfer request form document is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone at (405) 767-7000, and return the original message to MidFirst Bank, Attn: Wire Administration, 501 N.W. Grand Blvd., Oklahoma City, Oklahoma 73118, via the U.S. Postal Service and we will reimburse the cost of the telephone call and postage. Thank you.



DOMESTIC WIRE TRANSFER REMOTE REQUEST FORM

DISCLOSURE STATEMENT

The Customer is notified that: (1) if this Wire Transfer Request (the "Payment Order") identifies the beneficiary by both a name and an identifying number and the name and number identify different persons, execution of the Payment Order, payment to the beneficiary or cancellation of the Payment Order may be made solely on the basis of the identifying number and (2) if this Payment Order identifies any bank by both a name and an identifying number and the name and number identify different banks, any bank may rely solely on the identifying number to identify the bank with respect to the Payment Order.

Customer represents to Bank and agrees that this Payment Order is subject to and complies with the applicable laws of the United States and the State of Oklahoma, including economic sanctions administered by the U. S. Treasury Department's Office of Foreign Assets Control (OFAC), warranties of an Originator under the Uniform Commercial Code Article 4A: Funds Transfer ("UCC 4A ") as adopted in Oklahoma, the Operating Rules of the Mid-America Payment Exchange ("MPX Rules") or the Operating Rules and the Operating Guidelines of the National Automated Clearing House Association ("NACHA Rules") (the MPX Rules and the NACHA Rules are collectively referred to as the "Rules") or otherwise are true and correct, and the Customer shall be bound by and comply with the Rules as in effect from time-to-time.

Each Payment Order or cancellation thereof may be furthered by any bank by use of the funds transfer system of the Federal Reserve Banks ("Fedwire") or carried out through a funds transfer system or a clearing house. The rights and obligations of the Bank and the Customer with respect to this Payment Order, any part of which is carried out through the use of Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Banks or all applicable funds transfer system rules and clearing house rules and clearing arrangements, including those of NACHA and MPX, whether or not the Bank is a member of the system, clearing house or arrangement.

The Bank has no obligation to execute this Payment Order until Customer has provided immediately available funds to cover this Payment Order. The Bank may debit the indicated account, or any other account of the Customer for this Payment Order immediately on the receipt hereof.

The Bank's right to reverse, adjust, stop payment, or delay posting of this Payment Order after execution is subject to the laws, regulations, rules, circulars and arrangements described in this Payment Order. If the Customer discovers that this Payment Order was in error, the Bank will be notified immediately. If such notice is received prior to the execution of the Payment Order by the Bank or before transmission to an ACH, the Bank will utilize its best efforts to stop execution of this Payment Order or to stop transmission of this Payment Order or to initiate an Adjustment Entry or stop payment of any "on us" credit entries within the time limit provided by the Rules. Any stop payment of an "on us" credit entry will also be in accordance with the Depository Agreement and the Uniform Commercial Code to the extent applicable. If such notice from the Customer is received after transmission, the Bank will utilize its best efforts to cancel or amend the Payment Order or initiate a Reversal of the Entry in accordance with the Rules.

The Bank will make a reasonable effort to select and use facilities, equipment and personnel in connection with the activities to be performed under this Payment Order with the same care the Bank exercises in the conduct of its own banking operations. The Bank's liability under this Payment Order is limited to loss due to negligence or willful misconduct of the Bank and is limited to money damages in an amount not to exceed the damages sustained by the Customer. Except as may be provided above, the Bank shall not be liable under any circumstances with respect to consequential, incidental, punitive or indirect loss or special damages under this Payment Order, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Payment Order, whether or not such damages relate to services covered by UCC 4A, even if the party has been advised of the possibility of such damages. In the event of any litigation arising out of or in connection with this Payment Order, the Bank shall be entitled to such reasonable attorney's fees and costs of suit as the court may award.

With respect to the performance of services under this Payment Order, which are not covered by UCC 4A, the parties will be governed by a standard of ordinary care. The Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with the Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the Uniform Commercial Code.

Bank shall be responsible only for performing the services expressly provided for in this Payment Order, and shall be liable only for its failure to exercise ordinary care negligence in performing those services. Bank shall not be responsible for Customer's acts or omissions, (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of this Payment Order), or those of any other person including without limitation any Federal Reserve Bank or transmission or communications facility, and no such person shall be deemed Bank's agent.

Without limiting the generality of the foregoing provisions, Bank shall be excused from any failure to act or any delay in acting if such failure or delay is caused by legal constraint, interruption of transmittal or communication facilities, equipment failure, war, or emergency conditions or other circumstances beyond its control, including, without limitation, any act of God, accident, system failure, labor dispute or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of this Payment Order. In addition, Bank shall be excused from failing to execute this Payment Order if execution of this Payment Order would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U. S. governmental regulatory authority.

midfirst.com
888-MIDFIRST (888.643.3477)


MIDFIRST BANK FUNDS TRANSFER AGREEMENT

Customer Name (Account Title): _____

Account Number: _____

The undersigned ("Customer") desires to use the services of MidFirst Bank ("Bank") to transfer funds from or to Customer's account number listed above at Bank upon a Payment Order (as defined below) request communicated by facsimile transmission, electronic mail, or otherwise in writing. Bank provides these services as a method to originate domestic and international wire transfers for Customer. For Bank's obligation undertaken herein, and the mutual promises herein exchanged, Customer and Bank agree as follows:

1. Bank is authorized to debit the Customer's account for a Payment Order and Customer's Payment Order requests may involve any one or more of the following:
 - a. The transfer of funds from the designated account with Bank to any other account of Customer with Bank or another bank, or
 - b. The transfer of funds from the designated account with Bank to a third party or accounts of a third party whether such third party accounts are maintained with Bank or any other bank.
2. Bank retains the right to refuse to accept any outgoing or incoming Payment Order for any reason without liability to Bank. If Bank rejects such Payment Order, Bank will notify Customer and provide an explanation for the rejection.
3. Customer may from time to time request by means of facsimile transmission, electronic mail, or other written requests or orders the transfer of funds in amounts not to exceed the collected balance on deposit from Customer's account maintained at Bank to other banks for credit to persons/accounts designated by Customer; and Customer hereby authorizes Bank to honor, execute and charge to Customer's account at Bank, all facsimile, electronic mail, or other written Payment Order requests when such requests are received from an Authorized Signer (as defined below). Customer's written requests for outgoing Payment Orders to transfer funds in amounts not to exceed the collected balance on deposit from Customer's account maintained at Bank to other banks for credit to persons/accounts designated by Customer shall be executed by Bank only upon receipt of Customer's signature on Bank's applicable customer wire transfer request form, or such other requested documentation and further subject to Bank's signature verification procedures of the Authorized Signer. Customer is solely liable and responsible for the requests and contents of each and every outgoing Payment Order presented to Bank. Customer agrees to indemnify and hold Bank harmless from any and all Payment Orders on Customer's account where Bank follows the reasonable instructions and requests from Customer or Customer's authorized representative, regardless of whether or not such Payment Order was made in connection with any third party fraud, provided that Bank followed reasonable verification procedures. Customer is responsible for reviewing and verifying all Payment Orders and validating the accuracy thereof to Bank. If Customer identifies any error or mistake in the Payment Order instructions or otherwise, Customer shall immediately notify Bank and if Bank has not begun the Payment Order process, Bank will attempt to reasonably stop the Payment Order request for Customer to make error corrections. Customer shall be responsible for any costs and expenses associated with any delays, stop payments, or any other fees or expenses resulting from Customer's instructions on any Payment Order. For any invalidated or stopped Payment Order, Customer will be required to complete a new Payment Order to re-initiate the Payment Order request.
4. **Maximum Outgoing Payment Order Amount.** An outgoing Payment Order maximum, exclusive of all amounts transferred through Bank's iManage Business Banking Service, must be established for the Customer's account. The outgoing Payment Order **maximum** is set at \$_____ per Payment Order and **no outgoing Payment Order can exceed this threshold**, without prior written approval of an authorized officer of the Bank.
5. For Payment Order requests submitted **in person** on the Customer Wire Transfer Request form, the Bank offers the following security procedure:

_____ Customer Initials. Designated Bank personnel will verify that the person requesting the Payment Order is listed as an Authorized Signer in the Customer account resolution.
6. **Call Back Minimum Amount.** For outgoing Payment Order requests submitted **by facsimile or by electronic mail, (or otherwise in writing)**, on the Remote Wire Transfer Request form, the Bank offers the following security procedures to authenticate the Payment Order. The Bank will initiate a telephone call ("Call Back") as selected below by Customer, only if the Payment Order exceeds the amount specified herein. Notwithstanding anything in this Agreement, the Bank reserves the right to make additional call backs as Bank deems necessary.

If the wire amount is less than \$100,000, a Call Back will be made if the amount is greater than \$_____.
(Amount to be completed by Customer)

For wire amounts \$100,000 or greater, Bank will initiate a Call Back to Customer for all Payment Orders in accordance with the Customer's selection below. Please indicate Customer's selection by initialing only one option below:

- _____ a. For each Payment Order, Bank will initiate a Call Back to any Authorized Signer.
- _____ b. For each Payment Order, Bank will initiate a Call Back to the same Authorized Signer of the Payment Order.
- _____ c. For each Payment Order, Bank will initiate a Call Back to an Authorized Signer other than the Authorized Signer requesting the Payment Order.



Account Number: _____

BANK RESERVES THE RIGHT TO MAKE A CALL BACK ON PAYMENT ORDERS, AT ANY TIME AND FOR ANY AMOUNT, IN BANK'S DISCRETION.¹

Customer acknowledges and agrees that Bank will not be held liable for unauthorized Payment Orders, and unauthorized cancellations and amendments thereto. Payment Orders will be accepted and verified by Bank in accordance with the commercially reasonable security procedures selected by Customer, and Customer shall be bound by any Payment Order and/or cancellations and amendments thereto, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in accordance with the commercially reasonable security procedures selected above by Customer. Customer understands and agrees that it shall be bound by the security procedures chosen by Customer and that Customer shall be solely responsible for periodically reviewing and ensuring that the security procedures selected by Customer are reasonable and continue to be reasonable for Customer and Customer's business. Bank shall have no liability to Customer or any other person for any liability or damages arising out of Bank's reliance on Customer's selected security procedures.

7. This Funds Transfer Agreement ("Agreement") is binding upon Customer, its representatives and assigns and all related account holders of the account identified above. This Agreement may not be assigned by Customer, without Bank's prior written consent and approval. Required signatures may be delivered or transmitted by facsimile, or scanned and delivered by electronic mail as a .pdf or image file and such transmitted signatures shall have the same force and effect as an original "ink" signed agreement.
8. THIS AGREEMENT INCLUDES THE GENERAL TERMS AND CONDITIONS ON THE NEXT PAGE HEREOF. CUSTOMER AGREES TO ABIDE BY ALL TERMS AND CONDITIONS THEREIN, AS MAY BE MODIFIED OR AMENDED FROM TIME TO TIME BY BANK FOR ANY REASON. ANY CHANGES, MODIFICATIONS, OR AMENDMENT TO THE TERMS OF THIS AGREEMENT SHALL AUTOMATICALLY BECOME BINDING ON CUSTOMER UPON CUSTOMER'S CONTINUED USE OF THE SERVICES UNDER THIS AGREEMENT.
9. The undersigned represents and warrants that they are a duly authorized representative of the Customer having full authority to sign this Agreement and bind Customer to the terms and conditions hereto.

Customer Name (Account Title)

Authorized Signature

Authorized Signer Name Title

Date

MIDFIRST BANK

Officer Signature

Officer Name

Date

Funds Transfer Agreement



4020

INTERNAL BANKER INSTRUCTIONS

1. Bank Officer – Verify an FTA is not already on file and verify the Authorized Signer.
2. Bank Officer – Verify the FTA is signed by a Private Banking or Commercial Lending Admin, Banking Center Manager or Assistant Manager, Personal Banker, Business Relationship Manager, TMS Officer or any VP or above.
3. Bank Officer – Scan the completed FTA to the Bank Operations area the same day it is completed, verified, and signed.

¹ For any Call Back option, Customer may opt-out of the Call Back, but Customer accepts and assumes all and full responsibility and liability resulting from or arising out of any opt-out by the Customer, including, but not limited to unauthorized access to security information, fraud, embezzlement, inaccurate information, or otherwise, with gives rise to liability, damages, or other losses.



GENERAL TERMS & CONDITIONS TO FUNDS TRANSFER AGREEMENT ("Agreement")

Definitions:

"**Authorization Document**" shall mean the applicable customer company resolution authorizing individuals to engage into certain activities with the Bank on a Customer's behalf.

"**Authorized Signer**" shall mean a person designated and authorized by Customer in the applicable Authorization Document to act on behalf of Customer in connection with a Payment Order.

"**Call Back**" shall mean a telephone call initiated by Bank to verify that Customer actually issued a Payment Order, or cancellation or an amendment thereto.

"**Customer**" shall mean the customer identified in this Agreement and the undersigned.

"**Non-Repetitive Payment Order**" is any Payment Order issued by Customer other than a Repetitive Payment Order.

"**Payment Order**" shall mean an instruction by the Customer to Bank, transmitted by facsimile, electronic mail, or otherwise in writing, to pay, or cause another bank to pay, a fixed or determinable amount of money to a beneficiary if: (i) the instruction does not state a condition to payment to the beneficiary other than time of payment, (ii) Bank is to be reimbursed by debiting an account of, or otherwise receiving payment from, Customer, and (iii) the instruction is transmitted by Customer directly to Bank or to an agent, funds transfer system, or communication system for transmittal to Bank.

"**Repetitive Payment Order**" is a Payment Order issued by Customer on a regular basis by using a confidential code number which identifies a specific beneficiary account at a specific bank and a specific account of Customer at Bank, as designated in the Authorization Document.

Customer hereby authorizes Bank to do the following:

- A. Transfer funds from a specific Customer account with Bank to any other specified Customer bank account(s), whether such account(s) are with Bank or other bank(s).
- B. Transfer funds from a Customer account with Bank to account(s) of a third party, whether such third party account(s) are with Bank or other bank(s).
- C. Act upon all Payment Order requests, instructions, cancellations, and amendments thereto, on the date received, if received prior to the Payment Order deadline on a funds-transfer business day, and to use any means for the transmission of funds Bank may consider suitable, and charge the appropriate account for any direct charge to Bank for the transfer. If a Payment Order or communication canceling or amending a Payment Order is received by Bank after the deadline on a funds-transfer business day, Bank may treat the Payment Order or communication as received at the opening of the next funds-transfer business day.
- D. Provide funds transfer services, including Bank's acceptance of facsimile transmitted, electronic mail transmitted, or other written instructions, as a convenience to Customer. In consideration of the obligations of Bank hereunder, Customer hereby:
 1. Acknowledges that Bank has no responsibility for detecting or identifying any errors made by Customer in the transmission or content of a Payment Order, or cancellation or amendment thereto, and Customer agrees that Bank shall have no liability for failure to detect or identify any such errors;
 2. Acknowledges that Bank may refuse acceptance of a Payment Order, and cancellations and amendments thereto, if such Payment Order or cancellation or amendment to any Payment Order does not comply with the security procedure(s) selected by Customer;
 3. Indemnifies, holds harmless, and releases Bank from any and all responsibility and liability for any accuracy, interruption, or delay in transmission and for claims occasioned by any circumstances beyond Bank's control;
 4. Acknowledges that if Bank receives a Payment Order or cancellation or amendment thereto not authorized by Customer, and Bank fails to follow the reasonable security procedure for such Payment Order or cancellation or amendment thereto, Bank shall refund the Payment Order in accordance with Paragraph (D)(9) below. Customer will not be entitled to interest on any refunded amount. Customer must notify Bank within thirty (30) days from the date Customer received notification of (a) a Payment Order being accepted or (b) Customer's account being debited by Bank with respect to such Payment Order, whichever occurs first;
 5. Agrees that if Bank accepts and transmits a Payment Order, or an amendment thereto, and the Payment Order (i) erroneously instructs payment to a beneficiary not intended by Customer, (ii) erroneously instructs payment in an amount greater than the amount intended by Customer, or (iii) was an erroneously transmitted duplicate of a Payment Order previously sent by Customer, Customer shall notify Bank within thirty (30) days of the error. Customer shall be liable to Bank for any loss or expense Bank may incur to correct such error;



6. Acknowledges that when Bank receives a Payment Order or an amendment thereto containing both the beneficiary's name and account number, (i) Bank may rely on such account number as the proper identification of the beneficiary, even if it identifies a person different from the named beneficiary, and (ii) the Payment Order may be paid by the beneficiary's bank on the basis of the account number, even if such account number identifies a person different from the named beneficiary. If a Payment Order is paid by the beneficiary's bank on the basis of the account number, and the account number identifies a person different from the named beneficiary, Customer shall be responsible for any loss or expense incurred by Bank as a result of its reliance on such account number in executing or attempting to execute such Payment Order, and Bank shall have no liability to Customer;
7. Agrees that cancellations and amendments to Payment Orders will not be effective, unless a conforming cancellation or amendment of such Payment Order is issued by the beneficiary bank. Customer will be liable for all expenses incurred by Bank as a result of the cancellation, amendment or attempted cancellation or amendment of a Payment Order;
8. Agrees that Bank will not be liable for any losses, liability, or damages, including consequential, special, incidental, or punitive damages, resulting from Bank's improper execution of a Payment Order or failure to execute a Payment Order, except provided by the terms of this Funds Transfer Agreement. Bank agrees to pay any expenses for the funds transfer and for actual out-of-pocket expenses and actual interest losses resulting from such improper execution or failure to execute;
9. Subject to Paragraph (D)(4) above, agrees that compensation, if any, for the loss of interest or use of funds due Customer as a result of an error by Bank or of Bank's failure to execute a Payment Order within the time periods specified in Paragraph (C) above, and when such execution or error is within the Bank's control, will be for a period of not exceeding sixty-one (61) days or the date of actual transfer or error correction, whichever comes first, and will be in the form of either of the following at the Bank's option:
 - (1) Adjustment of the aggregate ledger and collected balances of Customer's account to reflect properly in the average balances on the account the amounts that would have resulted had no error occurred; or
 - (2) Reimbursement by check, or ACH (automated clearing house) in an amount not exceeding the average Fed Funds interest rate for the period and amount in question computed on a daily basis.
10. Assumes full responsibility for all transfers made by Bank in good faith in accordance with the security procedures selected by Customer, and agrees that Bank shall be conclusively deemed to have exercised ordinary care if it has followed such procedures or if Customer has not followed such procedures;
11. Acknowledges that Bank's duty to exercise ordinary care in the origination of an international wire transfer for Customer will be deemed satisfied at such time as Bank transfers the international payment order to its domestic financial institution correspondent for further transfer pursuant to the instructions set forth in the international Payment Order;
12. Agrees that Payment Order requests will at no time exceed the collected balance in the account(s) designated by Customer, as determined by Bank;
13. Agrees to keep all selected security procedures confidential and not reveal any such security procedures to any persons other than Customer's Authorized Signers; and to inform Bank immediately if Customer believes the security procedure has been breached or otherwise compromised;
14. Agrees to periodically review and evaluate Customer security procedures to ensure that the security procedures selected by Customer are reasonable and meet the needs of Customer's business;
15. Agrees that Bank may alter the terms of this Agreement, at any time for any reason, and such change, modification, or amendment hereto shall be binding on Customer upon Customer's continued use of the services under this Agreement; and
16. Represents to Bank and agrees that this Payment Order is subject to and complies with the applicable laws of the United States and the State of Oklahoma, including economic sanctions administered by the U.S. Treasury Department's of Foreign Assets Control (OFAC), and all warranties of an Originator under the Uniform Commercial Code Article 4A, Funds Transfer ("UCC 4A") as adopted in Oklahoma, the Operating Rules of the Mid-America Payment Exchange ("MPX Rules") or the Operating Rules and the Operating Guidelines of the National Automated Clearing House Association ("NACHA Rules") (the "MPX Rules and the NACHA Rules are collectively referred to as the "Rules"), or otherwise and are true and correct. Customer agrees that it shall be bound by and comply with the Rules as may be changed and in effect from time-to-time. Each Payment Order or cancellation thereof may be furthered by any bank by use of the funds transfer system of the Federal Reserve Banks ("Fedwire") or carried out through a funds transfer system or a clearing house. The rights and obligations of the Bank and the Customer with respect to this Payment Order, any part of which is carried out through the use of Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Banks or all applicable funds transfer system rules and clearing house rules and clearing arrangements, including those of NACHA and MPX, whether or not the Bank is a member of the system, clearing house or arrangement. Customer hereby waives all objections to venue and consents and submits to the exclusive jurisdiction of any state or federal court sitting in Oklahoma City, Oklahoma in connection with any action instituted by reason of or arising out of the execution, delivery, or performance of this Agreement.



**FUNDS TRANSFER AGREEMENT
TEMPORARY OVERRIDE TO THE MAXIMUM OUTGOING PAYMENT ORDER AMOUNT
("Temporary Override")**

TEMPORARY OVERRIDE INFORMATION TO BE COMPLETED BY THE CUSTOMER	
Originating Account Number:	
Originating Customer Name:	
Wire Amount:	
Beneficiary Account Number:	
Beneficiary Customer Name:	
Effective Date of Wire:	

Company acknowledges that their current Maximum Outgoing Payment Order Amount ("Maximum Amount") on the Funds Transfer Agreement is set at \$_____.

Company acknowledges that it would like to submit the above referenced wire transfer request ("Wire Transfer") to MidFirst Bank and that this Wire Transfer will cause the Maximum Amount to be temporarily exceeded.

Company is requesting a temporary override of the Maximum Amount ("Temporary Override") and a temporary Maximum Amount ("Temporary Amount") to be set at \$_____ for the same Effective Date, to allow for the processing of the Wire Transfer within that Temporary Amount for the Effective Date only.

Company acknowledges that MidFirst Bank will reset the Maximum Amount to the previously established amount of \$_____, immediately after the processing of the Wire Transfer. Company acknowledges that this Temporary Override is only good for the Wire Transfer and it will have to execute a separate override for each additional wire transfer request that will exceed the Maximum Amount. MidFirst Bank has no obligation to process wire transfer requests that exceed the Maximum Amount without prior notification and consent by both Company and MidFirst Bank.

This document is incorporated as part of the Funds Transfer Agreement and all documents appended thereto and executed in connection therewith. All terms and conditions therein apply to this Temporary Override unless modified herein.

Company Name

Signature of Authorized Signer

Authorized Signer Name (Print)

Title

Date

MidFirst Bank

Signature of Bank Representative

Name of Bank Representative (Print)

Title

Date



iManage Business Banking® Service Agreement

This iManage Business Banking® Service Agreement is made by and between the undersigned Company acknowledging and agreeing to the terms and conditions herein ("Company") and MidFirst Bank, its subsidiaries, divisions, and/or affiliates (collectively "Bank") and is effective as of Company's first use of the Services. The Bank will make available to the Company the iManage Business Banking® ("iMBB") System, which will enable the Company to gain direct access to account balances, transaction records, and other information regarding the Company's accounts at the Bank, in addition to other services described herein. The iManage Business Banking® Service Manual, which is incorporated herein by reference and made a part of the Agreement, contains procedures and other important information relating to the Services and is to be followed by both Company and Bank, as applicable. Bank may amend this Agreement from time to time upon notification to the Company, as specified herein and the Account Agreement and Disclosure. Any modifications, updates, or changes to the Agreement will be effective as of the date of posting the revised terms on the System and Company's continued use of the Services.

Please read the Agreement carefully and keep a copy for Company's records and future reference. By Company's application for and use of the Services, Company agrees to the terms and conditions contained in the Agreement and authorizes all actions taken by the Administrator and Administrative User(s), (as defined below). **Each time Company accesses or uses a Service, Company agrees to the terms and conditions of the entire Agreement, including any modifications, updates, or changes.**

- Definitions.** Unless otherwise defined herein, all defined terms shall have the meanings set forth in the Account Agreement & Disclosure and/or the Rules (as defined below).

"Account" and/or **"Accounts"** shall mean the account or accounts to be accessed using the Service as designated by the Company on the iMBB Implementation Form.

"Account Agreement & Disclosure" shall mean the agreement and disclosure Company received when Company opened its MidFirst Bank account(s), which may be amended or updated from time to time by Bank, in Bank's discretion, for which Company is bound, and which governs the terms and conditions of Company holding the Account(s) and all Account signers.

"Account Reconciliation" shall mean a Service, selected by Company, which allows Company to manage cleared and un-cleared items on an Account, which Company may choose full, partial, or deposit reconciliation.

"ACH" shall mean the Automated Clearing House, which is governed by the Rules.

"ACH Entry" or **"ACH Entries"** shall have the meaning given in the Rules, including, but not limited to CCD (Corporate Credit or Debit), PPD (Prearranged Payment and Deposit), and CTX (Corporate Trade Exchange) ACH Entries.

"ACH Exposure Limit" shall mean the total dollar amount of ACH Entries that may be transmitted during the Exposure Period, which is established by Bank and provided in writing to the Company from time to time.

"ACH Positive Pay" shall mean the Service that compares incoming ACH Entries, presented for payment on the Account, against certain conditions or payment rules set by the Company, Administrator, or Users and determines whether an ACH Entry is to be paid from the Account(s).

"Administrator" shall mean the individual authorized by the Company, that shall be the primary contact with the Bank on the use of the System and Services, and as designated on the iMBB Implementation Form, to have full User access to the System, Account(s), and Account information; establish and direct Service features and options to be used by Company to establish authorized Users and their access rights, and to conduct selected transactions and Services on behalf of the Company.

"Administrative User(s)" shall mean the individual(s) authorized by the Company and/or the Administrator that may establish, modify, and/or delete authorized Users and User rights and any other rights granted by the Administrator or another Administrative User(s).

"Agreement" shall mean collectively this iManage Business Banking® Service Agreement, the iManage Business Banking® Service Manual, the iManage Business Banking® Implementation Form, and all other iManage Business Banking® ("iMBB") documents referenced and incorporated into the Agreement by reference.

"Alternative Security Procedures Agreement" or "ASPA" shall mean the agreement signed by Company or Company representative, where Company selects alternative security procedures and measures, which are different from the Bank Recommended Security Procedures provided and suggested by Bank.

"Applicable Laws" shall mean the applicable United States federal, state and local laws, rules, regulations and guidelines applicable to the Services, including, but not limited to the Rules, OFAC and its regulations promulgated through the United States Treasury Department and laws and regulations relating to financial institution recordkeeping and reporting, Gramm-Leach-Bliley Act of 1999, Dodd-Frank Wall Street

Reform and Consumer Protection Act, and other privacy laws, rules and regulations, the Check 21 Act, and the Uniform Commercial Code ("UCC"), which are in effect or hereinafter may be enacted.

"Approver" or "Approvers" shall mean a User that the Administrator or Administrative User(s) has granted authority to approve various monetary transactions initiated through the System and authorize decisions on Exceptions, including, but not limited to, checks, Wire Transfers, Bill Payments, and/or ACH transactions.

"Bank Recommended Security Procedures" shall mean the commercially reasonable security procedures and measures recommended and suggested by Bank for Company to protect against unauthorized access, intrusion, fraud, and other unauthorized disclosure or use of Company, third party, and Bank Confidential Information, which procedures are consistent with commercially reasonable industry practices.

"Billing Account" shall mean the Company's Account, which is active, and from which Bank may deduct monthly fees and charges for the Services and other ancillary fees and charges associated with the Services or Bill Payment.

"Bill Payment" shall mean a Service offered by Bank allowing Company to schedule and pay bills through the System from an Account to selected Payees, which are set up in advance on a scheduled payment date.

"Business Day(s)" shall mean Monday through Friday, except for federally observed United States holidays. Federal holidays are generally the ten (10) holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday, or any federal holiday will be processed by the Bank on the next Business Day.

"Cardholder Agreement" shall mean the payroll cardholder agreement setting forth the terms and conditions of use for cardholders and transactions through an authorized card vendor, which may be subject to change from time to time by Bank, which is further identified in section 8(b).

"Check Issue File" shall mean a file listing the records describing checks issued or drawn by the Company on an Account and submitted to Bank by Company, as provided for in section 9 and in section 10(b), which may be transmitted daily or on another periodic frequency .

"Check Issue Item" shall mean an individual record describing a check issued or drawn by the Company on an Account and submitted or input to Bank by Company, as provided for in section 9 and section 10(b), which may be transmitted daily or on another periodic frequency.

"Confidential Information" shall mean all Company and third party non-public information, (including, but not limited to passwords, IDs, authentication techniques, codes, operations, financials, systems, etc.), and Account information and Bank information, procedures, policies, agreements, System, operations, Services, trademarks, trade names, and other confidential and proprietary information not readily available to the public.

"Default Decision" shall mean the default rule or instruction to pay or return items, as designated by Company on the iMBB Implementation Form, (which Bank may rely on without liability), following the expiration of time for decision deadlines by Company for the applicable Service.

"Effective Entry Date" shall mean the date included in any ACH Entry as the date upon or after which such ACH Entry is to be effective.

"Exception" shall mean a (i) Presented Check that does not match a check reported and included in a Check Issue File, (or Check Issue Item), and/or is deemed an exception check item because the amount of the check and the check number (and potentially the Payee, if such option is selected by Company), do not match; or (ii) an ACH Entry that does not match the originator or amount, and/or the other conditions or payment rules established by Company.

"Expedited Payments" shall mean the scheduling of a Bill Payment in a more expedient manner for payment to a Payee in accordance with the terms of this Agreement.

"Exposure Period" shall mean the period from the date each ACH transaction or file is transmitted or uploaded on the System through the last Effective Entry Date of transactions then scheduled for future payment.

"External Account" shall mean an account held at another financial institution by Company or a third party.

"Fee Schedule" shall mean the binding schedule of fees, pricing, and charges disclosed by the Bank to Company for Account transactions, products, System use, Services, Account benefits, and other services provided to Company, which may be supplemented, modified, updated, and/or revised periodically by Bank; continued use of the Services will constitute Company's agreement to any changes or modifications to the Fee Schedule.

"File Transfer Protocol" or "FTP" shall mean the standard network protocol used to exchange and manipulate files over a TCP/IP-based network, such as the Internet, and is built on a client-server architecture and utilizes separate control and data connections between the client and server applications.

"Funds Verification" shall mean the verification of sufficient funds in the Account for payments and verification that the Account is active and in good standing with the Bank.

"IMBB Agreement" shall mean this iManage Business Banking® Service Agreement.

"IMBB Implementation Form" shall mean the form which sets forth those Accounts of the Company and the Services to be used and accessed by the Company under the terms of the Agreement and sets forth the rules and instructions of Company on how the transactions are to be handled on the individual Services used. This form also establishes Company's Administrator and Administrative User(s), which shall be updated as required for any changes in Company's structure.

"Loan Advance" means an advance on a pre-existing loan or line of credit, which may be approved through the System, as requested by Company and subject to Bank's approval process. Any loan and all information submitted through the System in connection with a Loan Advance are subject to verification and approval in accordance with Bank requirements.

"Master Company" or "Company" shall mean the company designated as the main company for the Relationship.

"Mobile Banking Deposit" shall mean a method of accepting checks or items for deposit to Company's Account through the process of Bank receiving an electronic image of the check or item for deposit using a mobile device.

"Non-Repetitive Wire Transfer" shall mean a Wire Transfer that is non-repeating and occurs on an individual one-time basis.

"ODFI" shall mean Originating Depository Financial Institution as set forth in the Rules.

"OFAC" shall mean the Office of Foreign Asset Control in accordance with Applicable Laws.

"On-Us ACH Entry" shall mean a debit or credit ACH Entry settled to an Account maintained by the Bank.

"Pay Request" shall mean the instructions of Company to the Bank ordering the Bank to pay an Exception, based on the applicable Services designated by Company.

"Payee" shall mean the payees or other third parties selected in advance by the Company to receive payment.

"Payee Positive Pay" shall mean a Service offered by Bank through the System where Company can manage, approve, and return checks presented for payment on the Account by verifying the check amount, the check number, and the Payee.

"Payroll Card(s)" shall mean prepaid Visa® cards offered by employers to employees as a method of paying wages to the employees. The employee's wages are deposited to the Payroll Card account via the ACH payment origination module in the System and the employee has the ability to use the Payroll Card to withdraw cash at an automated teller machine ("ATM") or through other means (e.g., cash back at a merchant), purchase goods and services, or make certain types of payments. Payroll Cards are an alternative to paper checks and allow employees to access their pay through various means.

"Payroll Cardholder" shall mean the authorized employee or person named on a Payroll Card.

"Payroll Services" shall mean the ability for small businesses (with 100 employees or less) to process payroll and wages for W-2 employees and 1099 contractors, calculate, withhold, and file federal, state and local taxes and deductions, run, create, and send payroll transactions and payments, update, receive and monitor human resource requirements, provide pay stubs, payment history, and other reports to employees, and receive, provide, and comply with other payroll and human resource requirements all through a third party service processor known as SurePayroll, Inc.. The Payroll Services will be accessed through a single sign-on link from the Bank System; the Payroll Services are subject to Company signing a separate and independent agreement directly with SurePayroll, Inc.

"Positive Pay" shall mean a Service offered by Bank through the System where Company can manage, approve, and return checks presented for payment on the Account by verifying the check amount and the check number. The term Positive Pay is inclusive of both Payee Positive Pay and Reverse Positive Pay Services.

"Presented Check" shall mean a check drawn on an Account and presented to the Bank for payment through the check collection system.

"Prefund" or "Prefunding" shall mean to debit Company's Account for an originated ACH credit transaction or credit file on the Transmission Date rather than the Effective Entry Date.

"RDFI" shall mean Receiving Depository Financial Institution as set forth in the Rules.

"Receiver" shall mean the person, entity, or organization receiving an ACH credit or debit transaction for credit or payment on the account, as identified in the Rules.

"Reconciliation" or "Account Reconciliation" shall mean full, partial, or deposit reconciliation services to allow Company to reconcile its Account(s) on a periodic basis and in accordance with the Services further described in sections 9(a), 9(b), and 9(c).

"Related Company" shall mean a company, organization, or other entity related to the Master Company, as designated on the IMBB Implementation Form, for purposes of its subscription to the Service(s).

"Related Company ACH Exposure Limit" shall mean the individual ACH Exposure Limit for each Related Company.

"Relationship" shall refer to the Company or the Master Company and any Related Companies, which shall utilize the System under Company's subscription.

"Relationship ACH Exposure Limit" shall mean the aggregate amount of all Related Company ACH Exposure Limits, which will be visible within the System by Company and each Related Company.

"Remote Deposit" shall mean a method of accepting checks or items for deposit to Company's Account through the process of Bank receiving an image of the check or item for deposit using a scanner or other similar device.

"Repetitive Wire Transfer" shall mean repeating, similar Wire Transfers, with the same beneficiary, beneficiary account number, and beneficiary receiving bank information.

"Return Request" shall mean the instructions of Company to the Bank ordering the Bank to return an Exception, based on the applicable Services designated by Company.

"Reverse Positive Pay" shall mean a Service offered by Bank through the System where Company can manage, approve, and return all checks presented (as Exception items) for payment on Account. For purposes of Reverse Positive Pay all items will be processed as an Exception; however Bank reserves the right to cash or decline any item.

"Rules" shall mean the rules of the National Automated Clearing House Association ("NACHA") and appendices to the NACHA rules, as amended from time to time. The NACHA Operating Rules and Guidelines are available for purchase from EPCOR by visiting the Online Store at www.epcor.org or by calling EPCOR directly at 800-500-0100.

"Security Procedures" shall mean the applicable security measures and operating procedures together with the Bank Recommended Security Procedures provided by Bank to Company for purposes of securing Bank, third party, and Company information, Accounts, and other confidential information and transactions and/or the Alternative Security Procedures Agreement, as set forth in a written agreement between Company and Bank, which Company selects for its security and protection, and any other security measures and operating procedures described in this IMBB Agreement or the Service Manual.

"Service(s)" shall mean the services designated in this IMBB Agreement as selected by Company on the iMBB Implementation Form, to gain direct access to Account balances, transaction records, and other information regarding Accounts, in addition to other services referenced in this IMBB Agreement and more specifically outlined in section 2 of this IMBB Agreement.

"Service Manual" shall mean the iManage Business Banking® Service Manual provided to Company and incorporated into the Agreement by reference, which is available to Company through the System and which may be updated from time to time.

"Service Requirements" shall mean any other agreements, terms, features, conditions, functions and hardware or device requirements, which are required and/or applicable for use of the Services.

"SurePayroll, Inc." shall mean the third party Payroll Services processor, including its and its parent company and all successors and assignees thereof who are solely responsible for the operations, controls, security, functionality, accessibility, and accuracy of the Payroll Services.

"System" shall mean an Internet-based, cash management system known as the iManage Business Banking® system.

"Transmission Date" shall mean the date an ACH credit or debit file was transmitted by Company and received by Bank for processing.

"UCC" shall mean the Uniform Commercial Code as adopted by the state specified in section 22 of this IMBB Agreement.

"User" shall mean Company, Administrator, Administrative User(s), or other individual users of the System established by Company, the Administrator, or Administrative User(s), which are approved and authorized to use the System on behalf of Company.

"Wire Transfer" shall mean both Repetitive Wire Transfer and Non-Repetitive Wire Transfers, domestic and international and incoming and outgoing wire transfer requests.

2. Services.

The System will enable Company to use Accounts to establish and initiate the Services identified below or other services identified to Company by Bank from time to time. The IMBB Implementation Form sets forth those Accounts of the Company that may be accessed by the Company through the System under the terms of the Agreement. Company may use the System to perform the following functions and Services; however all Services and products may be subject to applicable Service Requirements, which are effective upon Company's use of the Services. Any Service Requirements must be agreed to by Company or (where Company fails to expressly agree to the Service

Requirements in writing) such will be automatically agreed to by Company upon any use of the Services. The availability and scope of the Services available through the System are provided in Bank's sole discretion; Bank may decline to provide any Service to Company at any time in Bank's sole discretion.

- a. Account Balance and Other Inquiries. The Company may use the System to retrieve information, including real-time Account balances and transaction information, (subject to maintenance and downtime) regarding the Accounts.
 - b. Account Reconciliation. The Company may elect to receive Account Reconciliation, which includes full, partial, or deposit reconciliation options to manage Company Accounts.
 - c. ACH Collection Origination. The Company may use the System to collect funds from both internal and external accounts as well as external parties and Payees.
 - d. ACH File Upload. The Company may upload NACHA formatted files into the System.
 - e. ACH Payment Origination. The Company may use the System to pay funds to both internal and external Payees, as well as fund Payroll Cards.
 - f. ACH Positive Pay. The Company may select ACH Positive Pay Services to manage incoming ACH Entries presented for payment on the Account.
 - g. Alerts. The Company may receive electronic alerts which will be sent through the System, via email or through an alternative method, (as applicable), which will provide different types of account and transaction information.
 - h. Bill Payment. The Company may use the System to schedule bill and other payments directly from a designated Account to Payees in the accounts and on the days that the Company has selected and allows Company to receive electronic bills and schedule both one-time and recurring payments, and include invoice detail information with payment.
 - i. Check Images. The Company will have the ability to view images of paid checks.
 - j. eStatements. The Company may use the System to receive electronic Account statements and Account analysis statements.
 - k. Internal Transfers. The Company may use the System to initiate a transfer among any business checking, savings, and money market Accounts, which are listed by the Company on the iMBB Implementation Form.
 - l. External Transfers. The Company may use the System to transfer funds through an ACH transaction between an Account listed by the Company on the iMBB Implementation Form and an External Account.
 - m. Loan Advance. The Company may use the System to request an advance on a pre-existing loan or line of credit by following the rules and requirements of the System and subject to Bank's underwriting loan policies and Bank approval.
 - n. Loan Information Reporting. The Company may use the System to electronically view MidFirst Bank loan transactions and history.
 - o. Loan Payments. The Company may use the System to initiate a MidFirst Bank loan payment.
 - p. Mobile Banking Deposit. The Company may use the System in connection with the Mobile Banking Deposit service; however the Mobile Banking Deposit service is subject to Bank approval and additional terms and conditions, to which Company must agree.
 - q. Multiple Account Transfers. The Company may use the System to initiate transfers from one account to multiple business checking, savings and money market accounts, which are listed by the Company on the iMBB Implementation Form.
 - r. Payee Positive Pay. The Company may select the Payee Positive Pay Services to manage, approve, and return checks presented for payment on the Account by verifying the check amount, the check number, and the Payee.
 - s. Payroll Services. By signing a separate, independent, and direct agreement with the third party payroll processor, SurePayroll, Inc. and signing up for the Payroll Services with Bank, Company will have the ability to link to SurePayroll, Inc. as the payroll processor for purposes of processing payroll and wages for W-2 employees and 1099 contractors, calculating, withholding, and filing federal, state and local taxes and deductions, running, creating, and sending payroll transactions and payments, updating, receiving and monitoring human resource requirements, providing pay stubs, payment history, and other reports to employees, and receiving, providing, and complying with other payroll and human resource requirements.
 - t. Positive Pay. The Company may select the Positive Pay Services to manage, approve, and return a check presented for payment on the Account by verifying the check amount and the check number.
 - u. Remote Deposit. The Company may use the System to access the Remote Deposit service; however the Remote Deposit service is subject to additional terms and conditions, which Company must agree.
 - v. Reverse Positive Pay. The Company may select Reverse Positive Pay Services to manage, approve, and return all checks presented (as Exception items) for payment on Account.
 - w. Secure Mail. The Company will have the ability to send and receive secure messages to and from Bank.
 - x. Stop Payment. The Company may use the System to initiate or cancel a stop payment on either a single or on multiple checks. The stop payment will remain on the account for six (6) months, unless revoked by Company in writing to Bank.
 - y. Wire Transfers. The Company may use the System to initiate (i) domestic Repetitive Wire Transfers, (ii) international Repetitive Wire Transfers, (iii) domestic Non-Repetitive Wire Transfers, and/or (iv) international Non-Repetitive Wire Transfers in Bank accepted currency.
3. **Compliance with Rules and Other Applicable Law.**
- a. Rules for ACH Entries and Other Applicable Law Compliance. The Company's rights and obligations with respect to ACH Entries are governed by the Rules. Company agrees to comply with and be bound by Applicable Laws, including the Rules. Company represents that it has obtained, and will at all times during the term of the Agreement maintain, a current copy of the Rules, and any amendments thereto, including but not limited to, the provision making payment of an ACH Entry by the RDFI to the Receiver provisional, until receipt by the RDFI of final settlement for such ACH Entry. Company specifically represents that it has received notice of the Rule regarding provisional payment and of the fact that, if settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the ACH Entry. Company acknowledges that no ACH Entry may be initiated that violates the Rules, the Agreement, or Applicable Laws. Bank reserves the right to terminate or suspend the Agreement if Company fails to comply with or in any way breaches Applicable Laws. Bank also reserves the right and Company agrees to grant Bank the opportunity to conduct periodic audits of Company's compliance with the Agreement and Applicable Laws.

- b. OFAC. Company further agrees to comply with, and cooperate with Bank in its efforts to comply with Applicable Laws. Company represents and warrants that it is not violating any Applicable Laws and shall not violate the OFAC enforced sanctions, and is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.
4. **Balance Inquiries, Account Information, and Transfers.** Company may use the System to check the balance of Company's Accounts and to transfer funds among Company's linked Accounts. In order to initiate one of these transactions, Company must first access www.MidFirst.com through the Internet and access the System in accordance with the Bank Recommended Security Procedures described herein with the specific instructions that are provided to Company upon enrollment in the Services. Transfers may occur on a one-time or repetitive basis using the System. If there are insufficient funds in an Account from which Company is requesting a transfer, (or Loan Advance), Bank reserves the right to reject the Company's request without liability.
5. **Wire Transfers.** The Service Manual sets forth the terms and conditions regarding the effective dates for Wire Transfers. In addition, Company acknowledges and agrees to the following:
- a. Each time the Company requests initiation of a Wire Transfer, the Company represents and warrants to the Bank that the balance of collected funds in the Account is equal to or greater than the amount of the transfer. Bank may reject any Wire Transfer request that exceeds, either in whole or in part, the collected or available funds on deposit with Bank in the applicable Account. Bank may, at its sole discretion, create an overdraft to complete a Wire Transfer, but at no time shall Bank be under any obligation to do so or be held liable for such failure to overdraft or return a wire. Company agrees to immediately repay Bank the amount of the overdraft, whether or not demand is made, and to pay such charges as may be imposed by the Bank as a result of the overdraft. Bank is not obligated to create any additional overdrafts or to give notice that additional overdrafts will not be created, regardless of how many overdrafts may have been created previously.
 - b. A beneficiary's bank, (including the Bank, when it is the beneficiary's bank), may rely solely on the beneficiary account number provided in either the template Repetitive Wire Transfer form, (if the request is for a Repetitive Wire Transfer), or the one-time Non-Repetitive Wire Transfer request, (if the request is for a Non-Repetitive Wire Transfer), even if the number identifies a person different from the person identified by name in the template Repetitive Wire Transfer form or one-time Non-Repetitive Wire Transfer request, and Company agrees that neither Bank nor a beneficiary's bank, (including the Bank, when it is acting as a beneficiary's bank), has any duty to detect any inconsistency in identification.
 - c. This Bank and any intermediary bank may rely solely on the number or code that identifies an intermediary bank or beneficiary bank in the template Repetitive Wire Transfer form or in the one-time Non-Repetitive Wire Transfer request, as appropriate, even if such number or code identifies a bank different from the intermediary bank or beneficiary bank identified by name in the Wire Transfer, and Company agrees that neither Bank nor any intermediary bank shall have any duty to identify any inconsistency in identification.
 - d. Subject to possible delays due to Applicable Law or Bank imposed transaction monitoring of Accounts, Bank will act upon a Wire Transfer request after receipt by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other third party, if such request is received prior to Bank's applicable cutoff deadline and the day of receipt is a Business Day. Wire Transfer requests received by Bank after the applicable cutoff deadline may be treated as received by Bank on its next Business Day. Bank, in its sole discretion reserves the right to process and implement system fraud mitigation procedures, from time to time (e.g., callbacks for one-time Non-Repetitive Wires).
 - e. Wire Transfer requests are subject to the UCC and Applicable Laws. Bank will not be liable for any expense or claim arising out of or relating to its performance other than those damages required to be paid under the UCC or Applicable Laws. Bank shall not be liable for any damages to the extent otherwise provided in the Agreement. In no event will Bank be liable for any special, indirect, punitive, incidental, exemplary, or consequential damages, including, but not limited to, lost profits, income, or loss of business. Bank shall not be responsible for the acts or omissions of any funds transfer system, any Federal Reserve Bank, any intermediary, or beneficiary's bank, or any recipient of a Wire Transfer and no such person or entity shall be deemed to be Bank's agent.
6. **ACH Entries.** The Service Manual sets forth the terms and conditions with respect to the effective dates for ACH Entries and changes to requests for ACH Entries. In addition, Company acknowledges and agrees to the following:
- a. Transmittal of ACH Entries by Company. Company shall transmit credit or debit ACH Entries to Bank in compliance with the requirements set forth in the Service Manual. Company will transmit only valid, NACHA formatted ACH Entries. Failure of Company to comply with the foregoing may cause delays, rejection, or reversal of the ACH Entries, which may be subject to additional fees. Company transactions shall not exceed the ACH Exposure Limit. If Company sets up Related Companies, then the Relationship transactions shall not exceed the Relationship ACH Exposure Limit and each Related Company shall not exceed its Related Company ACH Exposure Limit. Company, its Administrator, or Users must manage and control the ACH files and transactions transmitted or uploaded to avoid exceeding the Relationship ACH Exposure Limits and/or Related Company ACH Exposure Limits. Any files or transactions transmitted or uploaded that exceed the Related Company ACH Exposure Limit may be released from the System to the Bank's ACH system, where they may be suspended and not processed.
 - b. ACH Origination. The following provisions apply if Company originates ACH Entries with Bank.
 1. **Standard Entry Class Codes.** Company shall only originate ACH Entries that have one of the following Standard Entry Class ("SEC") Codes: CCD (Corporate Credit or Debit), PPD (Prearranged Payment and Deposit), and CTX (Corporate Trade Exchange). Any ACH Entries initiated with a SEC Codes different than above may be rejected by Bank.
 2. **File Transfer Protocol ("FTP").** If Company has requested to use FTP to transmit its origination of ACH Entries directly to Bank or Bank's third-party system provider rather than submitting those ACH Entries through the System, then the provisions of this section shall apply to Company.

- i. Company acknowledges that FTP is not the standard method for originating ACH Entries with Bank and, by utilizing FTP rather than the System, Company assumes all risks, exposure, and liabilities associated with originating ACH Entries through FTP.
 - ii. Notwithstanding the Security Procedures and the security measures and operating procedures provided in section 14 herein, Company acknowledges and understands that it is solely responsible for maintaining the appropriate security measures associated with FTP, including, but not limited to, internal controls, secure passwords, encryption keys, and system requirements as stipulated by Bank and/or its third-party system provider. Company agrees to provide the transmission files in the standard, encrypted format as dictated by Bank and/or its third-party system provider. Company acknowledges and agrees that it has reviewed the Security Procedures recommended for the Company by the Bank set forth in the Agreement and has independently chosen to use FTP, which does not utilize those Security Procedures. Company further agrees that it is responsible for ensuring that the Security Procedures and internal controls it selects continue to be commercially reasonable and adequate in the future.
 - iii. Company shall provide to Bank in writing the designated person to serve as its primary contact for FTP. Company will designate all instructions, links, and Security Procedures for Company's usage of FTP in the IMBB Implementation Form or in the System.
 - iv. Additional fees may apply if FTP is utilized and Company should consult the Fee Schedule or Bank-prepared pro forma or written quote provided for the applicable fees.
 - v. In addition to the Limitation of Liability (section 17), Company agrees to defend, indemnify, and hold harmless Bank, its principals, shareholders, directors, managers, officers, employees, agents, contractors, parent corporation, affiliates, divisions, and other representatives from and against any and all legal actions, liabilities, demands, losses, damages, costs and expenses of any kind or nature, including without limitation, reasonable attorneys' fees and associated expenses, resulting from or arising out of Company's usage of FTP to originate ACH Entries.
 - vi. Company shall be responsible for all ACH Entries originated on its behalf by its third party providers. Bank must approve all third party providers before they will be allowed to originate ACH Entries.
3. **ACH Prenotes.** If Company intends to originate one-time or template ACH Entries through the System, Company is required to initiate ACH prenotes or prenotifications prior to originating any ACH Entry. See Security Procedures in the Service Manual for additional information on ACH prenotes. If Company utilizes FTP or ACH File Upload to originate ACH Entries, ACH prenotes or prenotifications are not required, but recommended by Bank.
- c. **Processing, Transmittal and Settlement By Bank.**
1. Except as provided in section 6(n), On-Us ACH Entries, and section 6(d), Rejection of ACH Entries, Bank shall (i) process ACH Entries received from Company to conform with the file specifications set forth in the Rules, (ii) transmit such ACH Entries as an ODFI to the ACH operator, and (iii) settle for such ACH Entries as provided in the Rules.
 2. Subject to possible delays due to Applicable Law or Bank imposed transaction monitoring of Accounts, Bank shall transmit such ACH Entries to the ACH operator in accordance with the timing specifications set forth in the Service Manual.
- d. **Rejection of ACH Entries.** Bank may reject any ACH Entry that does not comply with the requirements of section 3 Compliance with Rules and Applicable Law; section 6(a) Transmittal of ACH Entries by Company; section 6(b) ACH Origination; section 14 Security Measures and Operating Procedures; or any Alternative Security Procedures Agreement on file with the Bank; or any ACH Entry that contains an Effective Entry Date more than sixty (60) days after the Business Day such ACH Entry is received by Bank. Bank may reject an On-Us ACH Entry for any reason for which an ACH Entry may be returned under the Rules. Bank may reject any ACH Entry if Company has failed to comply with its Account balance obligations under section 6(h), The Account. Although the Bank has no obligation to do so, Bank may reject any ACH Entry if Company does not adhere to the Security Procedures. Bank shall notify Company of such rejection no later than the Business Day each ACH Entry would otherwise have been transmitted by Bank to the ACH operator or, in the case of an On-Us ACH Entry, its Effective Entry Date. Notices of rejection shall be effective when given by the Bank. Bank shall have no liability to Company by reason of the rejection of any such ACH Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- e. **Cancellation or Amendment By Company.** Company shall have no right to cancel or amend any ACH Entry after its receipt by Bank. However, if such request complies with the Security Procedures for the cancellation of an ACH Entry, Bank may use reasonable efforts to act on a request by Company for cancellation of an ACH Entry prior to transmitting it to the ACH operator or, in the case of an On-Us ACH Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in affecting or attempting to affect Company's request for the reversal of an ACH Entry.
- f. **Notice of Returned ACH Entries.** Bank shall notify Company of the receipt of a returned ACH Entry no later than one (1) Business Day after the Business Day of receipt of the returned ACH Entry. Except for an ACH Entry retransmitted by Company in accordance with the requirements of section 6(a), Transmittal of ACH Entries by Company, Bank shall have no obligation to retransmit a returned ACH Entry if Bank complied with the terms of the Agreement with respect to the original ACH Entry. Company authorizes Bank to charge-back returns to Company's designated Account in the amount of any ACH Entry Return Request, as soon as information is made available to Bank. Company will promptly provide immediately available funds to indemnify Bank, if any debit ACH Entry is returned after Bank has permitted Company to withdraw funds in the amount thereof, or if any adjustment memorandum that relates to such ACH Entry is received by Bank. The Rules require the Bank to monitor whether an ACH originator or Third-Party Sender, (as defined in the Rules), has an unauthorized return rate that exceeds a certain percentage for ACH Entries returned as unauthorized using certain reason codes, which may prompt additional reviews, inquiries, and investigations. Company, as an ACH originator, should take the appropriate corrective action prior to initiating another occurrence of the affected ACH Entry to prevent Company from exceeding the then current percentage limit.
- g. **Payment by Company for ACH Entries.** Company shall pay Bank the amount of each ACH Entry transmitted by Bank pursuant to the Agreement on the date of transmittal of such ACH Entry by Bank, at such time as Bank, in its discretion, may determine, and the amount of each On-Us ACH Entry on the Effective Entry Date of such ACH Entry at such time as Bank, in its discretion, may determine.

- h. **The Account.** Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the Account(s) of Company identified in the iMBB Implementation Form completed by Company, and shall credit the Account(s) for any amount received by reason of the return of an ACH Entry transmitted by Company for which Bank has previously received payment from Company. Such credit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the Account(s) sufficient to cover its payment obligations under the Agreement. In the event there are not sufficient available funds in the Account(s) to cover Company's obligations under the Agreement, Company agrees that Bank may set off against Company Account any amounts Company owes to Bank or Bank may collect funds from any other account owned by Company and held with Bank, (in accordance with the Account Agreement & Disclosure provided to Company at the time of account opening), in order to obtain payment of Company's obligations under the Agreement.
- i. **Account Reconciliation.** Credit and debit ACH Entries processed by Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account(s) pursuant to the Account Agreement & Disclosure between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any periodic statement. Such notification time frame shall be in accordance with the Rules. Company agrees that Bank shall not be liable for Company's failure to comply with the Rules, under any theory for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an ACH Entry shown on such periodic statement, and Company shall be precluded from asserting such discrepancy against Bank.
- j. **Inconsistency of Name and Account Number.** Company acknowledges and agrees that, if an ACH Entry describes the Receiver inconsistently by name and account number, payment of the ACH Entry transmitted by Bank to the Receiving Depository Bank may be made by the RDFI (or by Bank in the case of an On-Us ACH Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the ACH Entry to Bank is not excused in such circumstances.
- k. **Notifications of Change.** Bank will notify Company of all Notifications of Change ("NOC"), (as defined by the Rules) received by Bank relating to ACH Entries transmitted by Company no later than two (2) Business Days after receipt thereof. Company must make the changes specified in the NOC within three (3) Business Days of receipt of the NOC information or prior to initiating another ACH Entry to the Receiver's account, whichever is later.
- l. **ACH Prefunding.** Bank may require Company to Prefund some or all of its ACH Entries. If required, the following provisions apply:
 1. **Authorization.** Company hereby acknowledges and authorizes Bank to Prefund Company's ACH credit files for payment. Company acknowledges that Prefunding can only be used on ACH credit files for payments (i.e., direct deposit of payroll, trade payments, tax payments, etc.) and if any other file type is originated, Bank may immediately terminate the file.
 2. **Verification of Funds.** Upon receipt of Company's ACH Entry, Bank will verify availability of funds in Company's Account(s). Available and collected funds must be in Company's Account before it sends or releases its file to the Bank or Company's ACH Entry (ies) will not be processed. Holds on deposited checks may limit funds availability, so Company must plan accordingly when initiating ACH Entries. Bank is under no obligation to contact Company if non-sufficient funds exist; however, if contacted, Company agrees to immediately deposit readily available funds into the settlement Account in the form of a cash deposit, account transfer, loan advance, or wire to cover the ACH Entry. If Bank elects, in its discretion, to release an ACH Entry against non-sufficient funds, it is under no obligation to release subsequent ACH Entries for which non-sufficient funds may exist.
 3. **General.**
 - a. All Prefund ACH files must be "unbalanced" (i.e., no offsetting debit entry contained within the NACHA formatted file) when delivered to Bank. If a balanced ACH file is originated, Bank may immediately terminate the file.
 - b. The Account used for settlement CANNOT be using the investment sweep and/or loan sweep service as provided by Bank.
 - c. If Company's file is not processed, Company will have to re-initiate the ACH file(s) or choose an alternative payment method.
 4. **Failure to Comply.** Failure to comply with these conditions will result in termination of ACH Prefunding services or require credit approval in order to continue using ACH Services.
 5. **Designated Prefund Contact.** Although under no obligation, Bank may contact the Administrator or other designated User regarding the Prefunding file failures.
- m. **ACH Authorization.** Company represents and warrants that all ACH transactions hereunder shall be properly authorized and Bank shall have no obligation to verify, by telephone, email, facsimile, or by any other means, any transaction request. Bank shall be entitled to rely on any written notice or other written (or electronic) communication, entered into the System or otherwise believed by it in good faith to be genuine and to have been signed (digitally or otherwise) by an authorized representative or representatives of Company, and any such communication shall be deemed to have been signed by such person(s). Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for a period of two (2) years after they expire.
- n. **On-Us ACH Entries.** Except as provided in section 6(d), Rejection of ACH Entries, Bank shall credit the Receiver's account in the amount of such ACH Entry on the Effective Entry Date contained in such ACH Entry, provided the On-Us ACH Entry meets the timing specifications set forth in the Service Manual. If it does not meet such requirements, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such ACH Entry no later than the next Business Day following such Effective Entry Date.
- o. **Tax Payments.** Bank is appointed as reporting agent to sign and file federal or state tax payments or deposits for Company transmitted electronically through Service or via FTP. Company represents and warrants that it has properly enrolled and registered in accordance with Applicable Law and Company further represents and warrants that Bank may be a reporting agent for tax purposes. This authorization applies to all tax types, beginning with the tax period indicated and remaining in effect, until Company or its authorized representative notifies the IRS or state tax authority that this authorization is terminated or revoked.
7. **ACH Positive Pay.** If Company elects ACH Positive Pay Services, Company and its Administrator and/or Users will establish terms and conditions, including payment and return instructions and rules for ACH Entries via the System for Bank to determine whether an ACH Entry is to be debited from the Account(s). If Company, its Administrator, or authorized Users fail to input a decision on an Exception for a Pay Request or Return Request on identified ACH Entries, which do not match the Company established rules and conditions, by the designated

time deadline, Bank may rely on the Default Decision designated by the Company on the iMBB Implementation Form, to pay or return the ACH Entry. Bank shall have no liability for Company for any pay or return ACH Entries based on decisions or the Default Decision as designated by Company, its Administrator, or Users. Company and Bank will comply with the time deadlines for making decisions on the ACH Entries in accordance with the Service Manual. Where Company has selected the return default option to apply to Account(s), the Bank will return to the depository bank all Exceptions, unless Company specifically authorizes and requests a Pay Request prior to the decision deadline set forth in the Service Manual. Any Pay Request must specifically identify each Exception that Company desires to be paid and all Pay Requests on Exceptions must be properly submitted through the System prior to the time deadline; otherwise Bank may return all Exceptions in accordance with the return Default Decision set up by Company, without liability to Bank. Where Company has selected the pay default option to apply to Account(s), Bank will pay and charge to the applicable Account(s) all Exceptions, unless Company specifically authorizes and requests a Return Request prior to the decision deadline set forth in the Service Manual. Any Return Request must specifically identify each Exception that Company desires to be returned and all Return Requests must be properly submitted through the System prior to the time deadline; otherwise Bank may pay all Exceptions in accordance with the pay Default Decision set up by Company, without liability to Bank.

8. Payroll Cards. If Company chooses to offer Payroll Cards to its employees, the following applies:

- a. **Employee Identity Verification.** It is the sole responsibility of Company to verify the identity of its authorized employees. Bank reserves the right to validate the identity of any Payroll Cardholder at any time. Bank reserves the right to terminate any Payroll Card at any time. Company is solely responsible for notifying the affected employee.
- b. **Payroll Cardholder Agreement and Terms and Conditions of Use ("Cardholder Agreement").** Bank will provide, through its card vendor, a Cardholder Agreement to all Payroll Cardholders upon issuance of a new Payroll Card. Bank may from time-to-time make changes to the Cardholder Agreement. If Bank makes changes to the Cardholder Agreement, it will provide notice to Company (electronically or otherwise) and Company is responsible for distributing such notice to its employees. If required by Applicable Law, Bank may provide notice directly to the Payroll Cardholders. Company is responsible for forwarding any applicable notices to its employees and agrees to hold Bank harmless for Company's failure to do so.

9. Account Reconciliation.

- a. **Account Reconciliation.** Bank offers full, partial, or deposit reconciliation services through the System. A description of each reconciliation Service offered is provided below:
 1. **Full Account Reconciliation.** With Full Account Reconciliation, Company shall submit a Check Issue File or Check Issue Item to the Bank, which accurately shows the check number and the check amount drawn on the Account(s) since the last date of issuance of the Check Issue File, (or Check Issue Item) and such must be submitted through the System prior to the time deadline set forth in the Service Manual. Bank will in turn provide Company with all Account information, including but not limited to, cleared and un-cleared checks in association with the Check Issue File, a Check Issue Item, and other information or possible files, so that Company may reconcile the activity against its Accounts.
 2. **Partial Account Reconciliation.** With Partial Account Reconciliation, Bank will provide a statement of all of the checks and debits that have cleared the Account(s) for a specific period of time that may include other debits and credits posted to the Account(s), for that same period.
 3. **Deposit Reconciliation.** If Company has multiple locations, deposit reconciliation provides Company the ability to deposit into one Account, while tracking each deposit made to the Account by the location made, (generally specified by a specific location number).
- b. **Access to Account Data.** Since certain information and transactions are not processed by Bank until after the close of each Business Day, some transactions may not be reflected on the System until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons.
- c. **Accuracy of Information.** Bank is not responsible for determining the accuracy, timeliness, or completeness of any information that Company or others provide to Bank or for any reconciliation by Company. Bank shall not interpret the content of any data transmitted to Bank, except as provided in the Agreement. Unless otherwise mutually agreed upon in writing, Bank shall not be required, (by means of any Security Procedure or otherwise), to detect errors in transmission or content of any information Bank receives from Company or third parties.

10. Positive Pay.

- a. **Definitions.** For purposes of this section, unless otherwise defined in the Agreement, words or phrases shall have the meanings set forth in UCC Article 3 – Negotiable Instruments and UCC Article 4 – Bank Deposits and Collections.
- b. **Check Issue File and/or Check Issue Item.** Company shall submit the Check Issue File or Check Issue Item to the Bank, as applicable.
 1. The Check Issue File (or Check Issue Item) shall accurately state the check number and the amount of the check drawn on the Account(s) since the last date of issuance of the Check Issue File, (or Check Issue Item) and the authorized Payee (if selected by Company as part of Positive Pay).
 2. Company shall send and submit the Check Issue File (or Check Issue Item) to Bank through the System by the time deadline(s) specified by the Bank in the Service Manual.
- c. **Payment of Presented Checks and Reporting of Exception Checks.** The Bank will compare the Presented Check by check number and amount and the authorized Payee, (if selected by Company as part of Positive Pay), against each Check Issue File (or Check Issue Item) received by the Bank. Bank is not responsible or liable for any rejected or declined items where Company has failed to provide accurate and timely information. On each Business Day, the Bank:
 1. May pay and charge to the Account each Presented Check that matches by check number, the amount, and by Payee, (if Payee Positive Pay is designated by Company), for a check shown in any Check Issue File (or Check Issue Item);

2. Provide Company with an Exception report that indicates whether the Bank has received any Exceptions and, if so, specify the complete check number, amount of the check, and authorized Payee, (if selected by Company as part of Positive Pay), of any such Exception, (based on the accuracy and information provided to Bank); and
 3. Submit a list of the Exceptions through the System by the time deadline specified in the Service Manual, (based on the accuracy of the information provided to Bank), and Company shall input a Pay Request or Return Request on each Exception.
- d. **Payment or Return of Exceptions.** The Bank will pay or return Exceptions in accordance with Company's designation of pay or return for its Account(s) via the System and Company decision to issue a Pay Request or Return Request on each Exception. Where Company fails to make a decision on an Exception, prior to the time deadline, Bank will rely on Company's Default Decision in accordance with a return or pay default designated by Company on the iMBB Implementation Form.
1. **Return Default Decision.** Where Company has selected the return default option to apply to Account(s), the Bank will return to the depository bank, all Exceptions drawn on Account(s), unless Company specifically authorizes and requests a Pay Request prior to the decision deadline set forth in the Service Manual. Any Pay Request must identify each Exception that Company desires to be paid by the check number, amount of the check, and authorized Payee (if selected by Company as part of Positive Pay), of the check and all Pay Requests on Exceptions must be properly submitted through the System prior to the time deadline; otherwise Bank may return all Exceptions in accordance with the return Default Decision set up by Company, without liability to Bank.
 2. **Pay Default.** Where Company has selected the pay default option to apply to Account(s), Bank will pay and charge to the applicable Account(s) all Exceptions, unless Company specifically authorizes and requests a Return Request prior to the decision deadline set forth in the Service Manual. Any Return Request must identify each Exception that Company desires to be returned by check number, amount of the check, and authorized Payee, (if selected by Company as part of Positive Pay), and all Return Requests must be properly submitted through the System prior to the time deadline; otherwise Bank may pay all Exceptions in accordance with the pay Default Decision set up by Company, without liability to Bank.
- e. **Reverse Positive Pay Limitations.** Notwithstanding anything to the contrary, section b. and sections c.1. and c.2. of this paragraph 10 are not applicable to the Reverse Positive Pay Services.
11. **Default Decision(s).** Default Decision(s) shall identify with clarity the decision of Company in handling Exceptions on Accounts when Company fails to make a decision on Exceptions prior to the time deadline in the Service Manual. Default Decisions shall apply, as designated by Company on the iMBB Implementation Form, to Positive Pay, Payee Positive Pay, Reverse Positive Pay, and/or ACH Positive Pay Services. At the option of Company, the Default Decision can be "pay all" or "return all." All Default Decisions will be set up in the System and may be changed by Company upon proper written notification to Bank. The Bank may pay and charge to the applicable Account any Exceptions that Company directs the Bank to pay as provided herein and Bank will have no liability or incur any damages with respect to the payment of such Exception(s). Notwithstanding, Bank may, in its sole discretion, discuss and work with Company, following any designated time deadline to for Company to have made a decision on Exceptions, to assist in remedying identified return or pay Exceptions for alternative processing; however, Bank makes no warranty or guarantee regarding any remedy on Exceptions items not "decisioned" by Company prior to the time deadline.
12. **Bill Payment.** Bill Payment is an optional Service offered by Bank to Company through the System. Bill Payment allows Company to schedule electronic ACH payments directly from an Account to a Payee as a check payment or ACH credit, at the discretion of the Bank's third party vendor, to a Payee. Bill Payments must be made within the parameters set forth in the Service Manual. If Bill Payment is selected, then all Accounts that are enrolled on the System will be eligible for the Bill Payment Services. Company is responsible for advising Bank in writing of any Accounts that Company does not wish to have access to the Bill Payment feature. Company represents and warrants to Bank that it will use Service solely for authorized purposes. Company is fully responsible for monitoring Payees and payments made using Bill Payment, and agrees that Bank is not responsible for determining whether any particular Payee or bill payment made using Service is authorized, other than as set forth in the Bank Recommended Security Procedures and the security procedures in the Agreement. Bank reserves the right to refuse, suspend, or reject any payment or payment request, for any reason, without liability.
- a. **Payees.** Bill Payments may be made only to Payees with a U.S. payment address. Payee information is entered directly by Company, Administrator, or Users onto the System. Company is required to establish Payees in advance, prior to the first scheduled Bill Payment to the Payee. Company must provide Bank complete, sufficient, and accurate information to enable Bank to properly direct a Bill Payment to the correct Payee and the correct Payee account, including, but not limited to, Payee name, telephone number, and address. Additions, deletions, and changes to Payee information are entered directly by Company into the System and are communicated to Bank upon transmission and are effective immediately. Bank is entitled to rely on the accuracy of the Payee information, until Company provides notification to the contrary through the System. Bank shall have no liability to verify any Payee information and Bank may share limited information with the Payee regarding Company for purposes of establishing the Bill Payment relationship. Company will hold Bank harmless from any incomplete Payee information and for Bill Payments remitted to the wrong Payee due to incorrect information from Company.
 - b. **Delivery of Bill Payments.** Bank may remit Company Bill Payments by mailing the Company Payee a check drawn on an account Bank maintains for this purpose, by electronic funds transfer, or by other means, as the Bank's third party vendor may determine. Company can schedule dates for Bill Payments. The "send-on date" is a particular date set by the Company, Administrator, or User and the timing of the "deliver-by date" of the Bill Payment will depend on whether the Bill Payment is made electronically or by check. Bill Payments can be scheduled as same-day payments or future-day payments. If Company schedules a Bill Payment for the same day, it must be submitted in accordance with the terms of this iMBB Agreement and the Service Manual in order to be scheduled the same day Company submitted the information. Bank shall not be responsible for any failure to send a Bill Payment, if Bank does not receive the necessary information and data in a timely manner. Bank may suspend, reject, or refuse to send any payment for any reason without liability to Company, where Bank reasonably suspects false or incorrect information, fraud, wrongdoing, suspicious activity, insufficient funds, or such other reasonable purpose. Company shall have full responsibility for contacting the Payee regarding any questions regarding Company's account, payments, fees, charges, or any other issues with Payee. Prior to any Bill Payment request, the funds in

Company's Account are subject to Funds Verification; Company's Account must have sufficient funds and the Account must be active and in good standing with the Bank. Bank may delay or cancel Company's scheduled payment(s) if Company's Account and funds cannot be verified. Bank shall have no liability to Company for any such delays or cancellations, including but not limited to any fees or charges that may arise out of such delay or cancellation. Company should schedule its payments accordingly taking into consideration any potential transmission delays, including but not limited to Payee changes, technical or transmission failures, delays, and other circumstances, whether foreseeable or unforeseeable.

- c. **Billing Account.** Company's designated Billing Account will be debited for any fees and charges associated with the Bill Payment, including any late fees, and all such ancillary Bill Payment charges and fees will be settled to the designated Billing Account.
 - d. **Limitations.** All Bill Payments must comply with the provisions and timing set forth in the Service Manual and in compliance with Applicable Laws. Bank's liability will be strictly limited to Bill Payments not timely sent when scheduled by Company through the System, provided Bank's liability on Payee imposed late fees is limited to fifty dollars (\$50.00). Company may not make a Bill Payment of alimony, child support, taxes, or other governmental fees or court-directed payments through the System. Company represents and warrants to Bank that Company will use the System solely for business purposes and not for personal, family, or household purposes. Bank reserves the right to monitor all transactions and refuse any electronic bill or Bill Payment request.
 - e. **Stopping, Canceling, or Changing Bill Payments.** Company may use the System to electronically change the amount or date of a scheduled Bill Payment, or to electronically cancel or stop a Bill Payment prior to the "send-on date" deadline. For any request to discontinue or cancel an automatic recurring Bill Payment, Company must provide sufficient notice to Bank, prior to the "send-on date" for Bank to process the request. Bank will notify Company of any rejection by Payee of a Bill Payment request. All requests to cancel or stop payment will incur the stop payment charge as set forth in the applicable Fee Schedule for online banking services.
 - f. **Electronic Bills.** Participating Payees establish their own criteria for reviewing requests to receive electronic bills, or make payments, and have the sole discretion to accept or decline Company's request for electronic bills. The electronic bills option shall be solely between Company and Payee for purposes of Company paying Payee bills, invoices, or other amounts billed. Bank does not participate in this decision and has no responsibility regarding the acceptance or denial of any such electronic bill or any payment thereof, other than to follow Company's instructions in accordance with the terms of the Agreement. Participating Payees may require several days to set up and approve electronic bills, and Bank has no control over such timing, so Company should plan accordingly. In the event, access to a third party website or system is required by Bank to set-up and/or complete the electronic bill process, as requested by Company, Company shall provide all necessary information, including but not limited to, authentication requirements, subject to Bank's approval. In all such events, Company authorizes Bank to access the necessary third party website or system to retrieve the necessary account information on Company's behalf and Company appoints Bank as its agent for this limited purpose. Bank shall have no responsibility or liability for any Payee who fails to provide any necessary data or information for Bank to process an electronic bill in a timely manner. If Company does not receive an electronic bill, it is Company's sole responsibility to contact the Payee. Bank shall have no responsibility or liability for any late charges or other adverse consequences regarding an electronic bill. Any questions regarding Company's bill details should be directed to the appropriate Payee. For any cancellation, stop payment, or discontinuation of an electronic bill, such must be requested prior to the scheduled transmission and Bank requires advance notice from Company with a reasonable and sufficient amount of time to allow Bank to process the request. For participating Payees, Company will provide certain information to Bank that will be forwarded to the Payee to complete Company's enrollment. If Company has any concerns about the sharing of or future use of this information by Payee, Company should contact its Payee directly.
 - g. **Expedited Payments.** Expedited Payments allow Company to schedule a Bill Payment and have the Bill Payment sent on same or the next Business Day as scheduling the Bill Payment, depending on when the Expedited Payment is scheduled. By scheduling an Expedited Payment, Company may schedule and pay bills the same-day electronically or cause an overnight check to be issued and sent to the Payee. For same Business Day processing of overnight check payments, Company must schedule the Bill Payment prior to the cut-off time designated by the Bank, as set forth in the Service Manual, otherwise the overnight check Bill Payment will be processed and sent the next Business Day. In addition to the foregoing Bank limitations, all Expedited Payments are subject to Payee validation, Payee established cut-off payment time-frames, and Funds Verification. There is an additional premium fee for Expedited Payments, which will be assessed and charged to Company's Account in accordance with the Account Agreement and Disclosure. Some exceptions may apply to Expedited Payments and Company will immediately be contacted in the event an Expedited Payment request cannot be met by Bank. Once an Expedited Payment is scheduled, it cannot be cancelled.
13. **Payroll Processing Services.** The Company may select to use the System to link to the third party payroll processor, SurePayroll, Inc. for Payroll Services. The Company will be required to enter into and sign a separate and direct agreement with SurePayroll, Inc. for the Payroll Services. Once the third party agreement is completed and signed and the Payroll Services are enabled by all parties, the Company may use the System to connect to SurePayroll, Inc. for Payroll Services. The Payroll Services are provided through SurePayroll, Inc. and the Company's agreement with SurePayroll, Inc. shall control and dictate the Company's use of the Payroll Services. The Company should refer to its agreement with SurePayroll, Inc. for exact instructions and the terms and conditions which control the Company's use of the Payroll Services, timing, funding, deductions, questions, or other issues regarding the Payroll Services. SurePayroll, Inc. shall be fully responsible for the payroll processing services provided and Company hereby agrees to look solely to SurePayroll, Inc. for and errors, defects, problems, fraud, mistakes, or other issues with the Payroll Services and agrees to hold Bank harmless from any acts or omissions arising out of the Payroll Services provided by SurePayroll, Inc.
- a. **Enrollment.** Upon successful completion of the enrollment process for the Payroll Services, the Company will be able to connect to SurePayroll, Inc., the third party payment processor, for Payroll Services. The Company authorized User initially enrolling the Company for Payroll Services will be the "primary Approver." The primary Approver may enable additional Users of the Payroll Services as additional Approvers or Administrators. The authorized and assigned primary Approver (and potentially other Payroll Service Users as determined by the Company) will have the ability to add and edit employees, enter payroll information, approve payroll (i.e. schedule funding and transactions), view reports, edit the Company name and address, update User permissions, receive email alerts and confirmations all through SurePayroll, Inc.'s payroll processing system. Within the SurePayroll, Inc. system the primary Approver may set up additional Approvers and Administrators. For each company tax identification that Company may have in its profile within the

System, a separate SurePayroll, Inc. enrollment is required; only one Payroll Services relationship is allowed per company tax identification number and only one Payroll Services relationship is allowed per the master Company overall linked relationship within Bank's system, regardless of multiple entities. Generally, the third party payroll processor services are geared for smaller companies ranging from 1 to 100 employees, so if the Company exceeds the 100 employee mark the Payroll Services may not sufficiently meet the needs of Company; other limitations and restrictions may apply with respect to use of the Payroll Services, so the Company should consult directly with SurePayroll, Inc. to ensure the Payroll Services will sufficiently and can adequately meet the needs of the Company.

- b. **Security.** The Company shall be solely responsible for selecting the primary Approver and monitoring the use of the Payroll Services by authorized Users. The Company shall be solely responsible for periodically reviewing the Security Procedures and ensuring that such are commercially reasonable with respect to Company's business and use of the Payroll Services in accordance with section 14 of this Agreement. The Company should immediately report suspect transactions, fraud, unauthorized access, breaches of security, or other suspicious activity or potential security concerns.
- c. **Customer Service.** For any questions or concerns regarding the Payroll Services, transactions, fees, funds, payments, deductions, or any other Company problems, complaints, or questions, the Company should contact SurePayroll, Inc. directly as the third party payroll processor pursuant to Company's agreement with the third party payroll processor.
- d. **Payroll Transaction Funding.** The Company will be required to designate a "funding account" with the third party payment processor and is required to maintain the funding account pursuant to Company's agreement with the third party payment processor, SurePayroll, Inc. For purposes of clarification, the third party payroll processor's financial institution will be considered the ODFI for purposes of ACH transactions. Any transactions processed through Company's Account are subject to verification and sufficient funds in the Account to process transaction request.
- e. **Fees.** Applicable monthly fees and other charges will be deducted from Company's Account in arrears by the third party payroll processor. The fees associated with the Company's use of the Payroll Services through the third party payroll processor are controlled by, set by, deducted by, and charged by the third party payroll processor.
- f. **Liability.** The Company shall be solely responsible for assigning the primary Approver and monitoring its Users and their use of the Payroll Services through the System and in SurePayroll, Inc.'s system. The Company will (and cause its User's to) comply with Applicable Laws and the Security Procedures with respect to the Company's and its User's use of the System and the Payroll Services. The Company hereby agrees to indemnify, defend, and hold harmless Bank and its directors, officers, affiliates, divisions, subsidiaries, representatives, processors, and agents from and against any and all liability, damages, fines, fees, or claims arising out of the Company's or any of its User's (i) use of the Payroll Services, (ii) violation of Applicable Laws, (iii) breach of the third party payroll processor agreement, (iv) fraud, (v) breach of security, (vi) a breach of Company's or User's obligations under this Agreement, and (vii) any errors, problems, defects, fraudulent transactions, or other issues arising out of the third party payroll processor's system and/or the link from the System. Except where there is gross negligence or willful misconduct on the part of the Bank, the Company will look solely to the third party payroll processor (SurePayroll, Inc.) for any liability, damages, fines, penalties, charges, claims, causes of actions, or any third party lawsuits arising out of Company's uses of the SurePayroll, Inc.'s system or the Payroll Services and hereby agrees to waive any right of subrogation against Bank with respect to such.

14. Security Measures and Operating Procedures.

- a. The Company recognizes that the System and the Services are the property of a third party and/or Bank and Company agrees to comply with all Security Procedures and requirements as may be established from time to time by Bank or the third party owner of the iMBB System and Services. Company has received and reviewed the Security Procedures and has independently determined that the Bank Recommended Security Procedures (1) are a commercially reasonable method of providing security against unauthorized payments, transfers, access, and other intrusions, and (2) are adequate based on the size, type, and frequency of payment orders and/or transfer requests and Services, which the Company anticipates. Bank will notify Company of changes to the Bank Recommended Security Procedures; however, Company agrees that it is primarily responsible for ensuring that the Security Procedures continue to be commercially reasonable and adequate at all times and in the future for Company, and that Company shall notify the Bank in writing if Company's security fails to meet the minimum standards set forth by the Security Procedures or commercially reasonable standards. Company represents and warrants that it is knowledgeable with respect to the Security Procedures and has selected the best Security Procedures to fit its operations, including any selection by Company to agree to and execute an Alternative Security Procedures Agreement.
- b. Company and Bank shall comply with the Security Procedures, as may be amended from time to time, with respect to the Services elected by Company from Bank. Company acknowledges that the purpose of the Security Procedures is for verification of authenticity and is not intended to detect errors in the transmission or content of ACH Entries, checks, Bill Payments, Account transfers, or Wire Transfers or any other document transmission. No Security Procedure for the detection of any such error has been agreed upon between Bank and the Company.
- c. Company is strictly responsible for establishing and maintaining the safety, security, and soundness procedures to safeguard against unauthorized access and transmissions, and protection of Confidential Information, including, but not limited to, having appropriate firewalls, authentication techniques, secured hardware, virus and intrusion prevention software, encryption, and other commercially reasonable security in place with Company's operations and systems. Company represents and warrants that no individual will be allowed to initiate ACH Entries, checks, Bill Payments, Wire Transfers or other Account transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of Confidential Information and the Security Procedures, including any IDs, passwords, codes, security devices, authentication techniques, tokens, and related instructions provided by Bank in connection with the Security Procedures. If Company believes or suspects that any Confidential information or instructions have been breached, become known, or accessed by unauthorized persons, Company agrees to notify Bank immediately by phone, email, or otherwise, as provided in the Service Manual. The occurrence of any unauthorized access or disclosure shall not affect any transfers made in good faith by the Bank, prior to receipt of such unauthorized access or disclosure notification as described above and within a reasonable time period to act upon and prevent unauthorized access.

- d. If an order or request for an ACH Entry, check, Bill Payment, Wire Transfer or other Account transfer received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective and Company authorized, even if it were not Company authorized, provided the Bank acted in compliance with the Security Procedure regarding the order or request. If an order or request for an ACH Entry, check, Wire Transfer or other Account transfer was transmitted and authorized by Company, Administrator or authorized User, Company shall be obligated to pay the amount, regardless of security protocol.
- e. Company understands and agrees that the Security Procedures are not fully impenetrable and that inherent risks exist in conducting and transacting business online. Bank and Company agree to use reasonable efforts to maintain industry standard commercially reasonable Security Procedures and protect against unauthorized access and use of Confidential Information. If Company selects to execute an Alternative Security Procedures Agreement, Company fully and unconditionally assumes full responsibility for Company's and its User's security and shall release, defend, indemnify and hold harmless Bank from any and all claims, causes, of action, damages, liability, losses, or any other legal proceeding whatsoever which arise out of Company's selected alternative security methods, security monitoring, and Company's Alternative Security Procedures Agreement.

15. Administrator and Other Authorization.

- a. The Administrator and Administrative User(s) shall have the authority to establish additional Users with full or partial access to Account(s) and Account information or with the power to perform selected transactions and Services on behalf of the Company. As Administrator or Administrative User(s) establishes Users on the System, the Administrator and/or Administrative User(s) may grant Users specific authority with respect to the Services for checks, ACH Entries, Bill Payments, or Wire Transfers, including, but not limited to, appointing Approvers, which are authorized Users to set up, approve and transmit ACH Entries, checks, Bill Payments, or Wire Transfers. The Administrator or Administrative User(s) may even grant and change Administrator's or Administrative User(s)' own authorities through the System in accordance with Bank's Recommended Security Procedures. Company hereby acknowledges and understands that the Administrator and Administrative User(s) have the authority described herein and Company takes full responsibility for Administrator's and Administrative User(s)' actions (or inactions) in his or her capacity as Administrator or Administrative User(s), including the appointment of Approvers and granting of access to Users.
- b. **COMPANY OR MASTER COMPANY (AS APPLICABLE) SHOULD EXERCISE EXTREME CAUTION IN WHO IT AUTHORIZES TO BE THE ADMINISTRATOR AND ADMINISTRATIVE USER(S). COMPANY UNDERSTANDS AND AGREES THAT ALL ACTIONS TAKEN BY THE ADMINISTRATOR AND ADMINISTRATIVE USER(S) ARE FULLY AUTHORIZED AND ACCEPTED BY COMPANY.**
- c. If Company is part of a Relationship, Company acknowledges that Administrator and Administrative User(s) have the abilities outlined in section 15(a) for all Related Companies, including Company, under the Relationship. Company further acknowledges that the Relationship Administrator and Administrative User(s) are designated on the Relationship iMBB Implementation Form by Master Company and may be changed at any time by Company. Furthermore, Bank may rely upon the direction of the Master Company with respect to the Relationship, Administrator, and Administrative User(s) without further inquiry from Company.
- d. Company should immediately notify Bank of any changes to Company's business procedures, structure, its authorized signers, Administrators, and/or Administrative User(s). Bank shall have no liability to Company for any failure by Company to update its records, iMBB Implementation Form, or any other documentation required by the Bank, which establishes the instructions, authorization, and accuracy of Company information. Bank may rely on any and all instructions and actions of authorized signers, Administrators, Administrative User(s), and Users and shall have no liability to Company for such reliance. All instructions and actions of any Company authorized signers, Administrators, Administrative User(s), and/or Users shall survive any severance of such persons from the Company or of any termination of the Agreement. Company must provide written notice to Bank of any changes or inaccuracies in information.

16. Limitation of Warranties. THE BANK MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO IMBB SYSTEM OR ANY OF THE SERVICES.

- 17. Limitation of Liability.** In the performance of the Services required by the Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties and the accuracy thereof, provided by Company pursuant to the Agreement and any other forms or agreements governing the parties' relationship and the Services. Company will ensure that all iMBB documentation completed in connection with Company's use of the System or any use of the Services is true and correct. Bank shall not be liable or responsible for the accuracy or completeness of any information or documentation provided to Bank by Company, Related Companies, Administrator, Administrative User(s), or any other third party. Bank shall be responsible only for performing the Services expressly selected by Company and provided for in the Agreement and in accordance with any depository agreement between Company and the Bank. In all instances, Bank's liability is strictly limited to its own gross negligence or intentional and willful misconduct in performing the Services and Bank shall in no event, be responsible for any of Company's, (or its employees', officers', directors', agents', representatives', Related Companies', Administrator's, Administrative User(s)' or Users'), acts or omissions, (including without limitation the amount, accuracy, or timeliness of transmittal or authorization of any information received from Company), or those of any other person, including, without limitation any Federal Reserve Financial Institution, Automated Clearing House, any transmission or communications facility, any Payee, any Receiver, or any RDFI, (including without limitation the delay or return of an ACH Entry, check, Bill Payment, Wire Transfer or any other transaction), and no such person shall be deemed the Bank's agent or representative. Bank shall not be liable for delays resulting from Bank's compliance with Applicable Laws, including but not limited to Bank transaction monitoring. Company agrees to indemnify, defend, and hold harmless Bank, its parent company, affiliates, subsidiaries, divisions, directors, officers, employees, agents, and representatives against any loss, liability, damages, fees, or expenses, (including reasonable attorneys' fees and expenses), resulting from or arising out of any claim or action by any person in connection with the Company's use of the System and/or the Services. Bank shall not be liable for unavailability or failure of the System or Services, or any feature or function thereof, at any time. Bank may suspend or cease to offer access to the System or offer any of the Services, in whole or in part, at any time without liability or responsibility to Company. The Bank will not be responsible for any liability, loss, fees, expenses, or damage resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under the Agreement, which is caused by legal constraint, (in the sole opinion of Bank's counsel), an act of God, fire or other catastrophe; electrical or computer failure; interruption of transmission or communication facilities; equipment failure; acts or failures to act

by the Company or by any third party, (including the third party owner of the iMBB System); emergency conditions, terrorism, or any other cause beyond the Bank's reasonable control. Bank will have no liability to Company for any consequential, indirect, punitive, special, or incidental damages, regardless of whether Bank had been advised of the possibility of such damages. Furthermore, in the event Company request to add and/or link any Consumer Account(s) to Company's profile within the System and desires such Consumer Account(s) to be added to the Services, Company understands and agrees that the scope and functionality of the Services may be limited and such Consumer Account(s) may require the Account(s) (both business and personal), and Company relationship to receive different treatment. Bank shall have no liability for any limitations in functionality or the availability of Services if Company adds any Consumer Account(s) to the Company relationship in the System, regardless of Bank approval or acknowledgement.

18. **Fees and Charges.** Company agrees to compensate Bank for Company's use of the System and/or the Services as provided under the terms of the Agreement and in accordance with the relevant Bank Fee Schedules. Company authorizes Bank to charge the designated Billing Account or other Account(s), or any other deposit account or account analysis relationship maintained by the Company, for such charges and fees. Bank's failure to assess any charges or to assess charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges later. Bank reserves the right to charge, deduct from Account, or pass through any fees, penalties, costs, or charges imposed by any governing body or imposed in association with the compliance with Applicable Law and the Rules. Company shall pay such fees, penalties, costs, or charges on demand and Bank reserves the right to deduct any such amounts from Company Account in accordance with the terms of this Agreement and the Account Agreement and Disclosure. The provisions of this section shall survive any suspension, expiration, or termination of the Agreement.
19. **Company Representations and Warranties; Indemnification.** Company represents and warrants that the System and the Services will only be used for business purposes, and will not be used for transactions or accounts that are primarily for consumer, family, or household purposes. Company represents and warrants that it has full requisite authority and licensing to enter into the Agreement and that the authorized Administrator, Administrative User(s), and Users designated have been carefully considered and selected and are fully authorized to bind the Company. With respect to each and every check, ACH Entry, Wire Transfer, Bill Payment, or other permitted transaction initiated by Company under the System, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on a check, an ACH Entry, Wire Transfer, Bill Payment, or other received by Bank from Company has authorized the initiation of such transaction, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such ACH Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, and (c) ACH Entries transmitted to Bank by Company are limited to those types of ACH Entries set forth herein. The Company agrees to indemnify, defend and hold the Bank, its parent, affiliates, divisions, subsidiaries, shareholders, employees, agents, officers and directors harmless from and against all liability, costs, fees, and expenses, including attorneys' fees and expenses, incurred by the Bank in connection with the Agreement or the performance or breach of Company's duties, representations or warranties hereunder, or arising out of any violation by Company of rights in the Service(s).
20. **Amendment and Termination.** The Bank may update the Agreement at any time upon notice to the Company, which shall become effective upon posting the revised Agreement terms to the System or as otherwise indicated by Bank. The Administrator or the Administrative User(s) may be asked to acknowledge and accept the revised and updated Agreement terms for confirmation purposes; failure of the Company Administrator or Administrative User(s) to acknowledge and accept revisions and modifications to the Agreement will allow Bank, in Bank's discretion, to suspend or terminate the Agreement, access to the System, and/or the Services, in whole or in part, without any liability to Bank. Notwithstanding any right of the Bank to suspend or terminate Company's access to the System or the Services, if Bank does not suspend or terminate access to the System or to the Services for Company's failure to acknowledge and accept any updated terms and conditions and if Company continues to use the System and/or the Services, Company will be deemed to have accepted the updated terms and conditions. Either party to the Agreement may terminate the Agreement, in whole or in part, on five (5) Business Days prior written notice to the other party. In addition, the Bank may terminate the Agreement at its option immediately without notice to Company, if Company (a) fails, without regard to the materiality thereof, to comply with any term of or breaches any warranty in the Agreement, in any other agreement between Company and Bank, or in any agreement between Company and any third party related to the Agreement; (b) Company files, or has filed against it, any application for relief under any bankruptcy or insolvency laws; or (c) Company makes an assignment for the benefit of creditors. No termination shall affect any claim or cause of action of either party which existed prior to or at the time of the termination.
21. **Notices, Instructions.** All notices and other communications under the terms of the Agreement, except as otherwise provided herein, shall be in writing and shall be sent by first-class mail, hand-delivered, overnight courier, email, or provided electronically via the System by Bank only, or to the properly designated mailing address below. Except as otherwise provided in the Agreement, Bank shall not be required to act upon any notice or instruction received from Company, Administrator, Administrative User(s), any User, or any other person; however any act by Bank in reliance on any such notices or instructions shall be the responsibility of Company. Furthermore, except as provided in the Agreement, Bank shall not be required to provide any notice or advice to Company, Administrator, Administrative User(s), User, or any other person with respect to any notices or instructions.
22. **Governing Law.** This Agreement shall be governed by the internal laws of the state of Oklahoma (excluding the law of conflicts). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE.
23. **WAIVER OF JURY TRIAL.** COMPANY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE COMPANY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY

JURY MAY OTHERWISE ACCRUE. THE BANK IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE COMPANY.

24. **Errors.** If Company suspects or is aware of any errors, defects, or fraud with respect to the Services or any associated transactions, then Company agrees to promptly notify Bank within thirty (30) calendar days of knowledge of such or thirty (30) calendar days following Company's receipt of Account statement, whichever is sooner. If Company fails to promptly notify Bank of any errors, defects, or fraud, then all transactions shall be deemed correct and Company shall waive any further right to make a claim for any alleged error, defect, or fraud.
25. **Third Party.** No person or entity not a party to the Agreement shall have any rights or interests in or to the Agreement.
26. **Binding Effect & Assignment.** The Agreement shall be binding upon and for the benefit of Company, Bank and any permitted assigns. The Agreement may not be assigned by Company without the prior written consent of Bank.
27. **Signatures.** In addition to original signatures, any required signatures on the Agreement may be delivered by facsimile or digitally scanned and delivered by email, (or through electronic acceptance), and all such forms of acceptance and remittance by Company shall be deemed to have the same effect as an original signed document. Any future modifications, updates, or amendments to the Agreement will become effective as of the date of posting such modifications, updates, or amendments on the System. Terms and conditions posted on the System shall be deemed accepted by Company upon by Company's acknowledgement of the modified, updated, or amended terms or upon Company's continued use of the Services.
28. **Entire Agreement.** The Agreement and any modifications, updates, or amendments thereto, together with any applicable forms completed by Company in connection with the Service(s), contain the entire understanding between Company and Bank and may be amended from time to time upon notice by Bank in accordance with the Agreement. Company shall update, as necessary, all forms, designating Company's instructions, structure, and authorizations to ensure Bank has accurate and reliable information at all times with respect to Company's Account(s).
29. **New Accounts.** Company authorizes Bank to add to Company's online banking access any Accounts opened after Company's application for use of the System, and for the Services, on which Company is listed as an owner ("New Account"). New Account access will be setup by contacting Treasury Management Support and completion of any additional iMBB required forms for the Accounts, which become part of the Agreement. Such New Account access will be for viewing and transfer purposes for use of all functions provided or offered by the System.
30. **Information to Third Parties.** Bank will disclose information about Company's Account to third parties as provided by the MidFirst Bank Privacy Statement, which is contained in the Account Agreement & Disclosure and is posted on Bank website at www.MidFirst.com. Company may also call 866-626-3888 if Company would like to obtain a copy of the Privacy Statement.
31. **Electronic Disclosures.** Company agrees that Bank may make available exclusively via the www.MidFirst.com website all disclosures required by law, which may be permissibly given electronically. These include, (but are not limited to), required disclosures under the federal "Regulation E" and "Regulation CC" of the Federal Reserve Board. Company should print out all electronically provided disclosures in order to retain them for Company's records and referral. If at any time Company is unable to print Company's disclosures, or should Company wish to withdraw Company's consent to electronic receipt of disclosures, please call Treasury Management Support at 877-516-2777, so that the disclosures may be mailed to Company in paper form.
32. **Subject to Approval.** Company agrees that it shall not be entitled to utilize the System or any of the Services, until the application and applicable forms have been reviewed and accepted by Bank. Company will be notified in writing if Company's application (or any completed forms) for System access or for any of the Services are declined or are incomplete.
33. **General.** In the event it is determined that Company is processing or originating ACH Entries (or any other payments or collections) on behalf of another party, either through Company or on behalf of the other party, Bank reserves the right to seek additional information from Company on the relationship and conduct reasonable due diligence in connection with Company's relationship with the third party and Company agrees to reasonably comply with Bank's request. If it is determined by Bank that Company is a designated third party payment processor or a third party sender, then Company will be required to complete additional questionnaires and fill out additional documentation for Bank's evaluation. Bank reserves the right and may terminate any Company relationship at any time, Bank's sole discretion, if it is determined that Company is processing or originating ACH Entries (or other payments or collections) on behalf of another party.

Any failure of Company to comply with (a) any Bank request, (b) the terms of this Agreement or any other agreement with respect to the Services, (c) Applicable Law, including the Rules, or payment terms and obligations or be in any default thereof with respect to any Service, shall grant Bank the right to (i) discontinue any use of any of the Services, in whole or in part; (ii) deny access to the System, either temporarily or permanently; or (iii) terminate Company's banking relationship with Bank, in whole or in part. Bank shall have no liability for any course of action taken by it in accordance with the terms of this section.

As an Administrator, I represent that I am eighteen (18) years or older and I have full authority to accept the foregoing agreement and to fully bind the Company. It is acknowledged and understood that Company shall ratify and confirm any and all of my actions as an Administrator to the System.

For signing purposes, Company represents and warrants that the person acknowledging and agreeing to the Agreement has full requisite

authority to bind Company to the terms and conditions herein and that upon signing and agreeing to the Agreement, Company is duly bound by the terms and conditions of the iMBB Agreement, the Service Manual, and all other required documentation associated with the Agreement.

If Company is a Related Company as defined above, please provide name of Master Company or Related Company Name(s) below.

Master Company & Related Company (ies): _____

Company

Authorized Signature

Authorized Signer Name Title

Date

Company Mailing Address:

MidFirst Bank

Authorized Signature Title Date

Authorized Signature Title Date

MidFirst Bank Mailing Address:

MidFirst Bank
Attn. Treasury Management Support
P.O. Box 76149
Oklahoma City, OK 73147-2149



IMANAGE BUSINESS BANKING® / IMANAGE BUSINESS EXPRESS® BANK RECOMMENDED SECURITY PROCEDURES

Your Company's Online Security is Important to MidFirst Bank. iManage Business Banking® (iMBB) and iManage Business Express® (iMBX) provide multiple security features to help mitigate fraud risk. This table provides details about MidFirst Bank's iMBB and iMBX security controls.

Customer Type	Bank Recommended Security Procedure	What is it?	Why is it Required?
All Customers	<p>Access (iMBB or iMBX):</p> <ul style="list-style-type: none"> Secure Sign On - All companies that are not required to use Secure Token Sign On 	Secure Sign On is a User authentication process that requires a User ID, Company ID and password to access the iMBB or iMBX system. A one-time security code via an automated telephone call or SMS text message* may also be part of the authentication process.	Provides extra security for your company's financial information by using multiple sign on requirements.
	<ul style="list-style-type: none"> Secure Token Sign On – All companies with ACH origination and/or Wire Transfer initiation 	Secure Token Sign On is a User authentication process using a Token with an eight character alphanumeric PIN and six-digit token code that refreshes every 30 seconds to access the system. The token will be in the form designated by Bank.	Provides an additional safeguard and stronger controls to protect against unauthorized access.
	<p>Users (iMBB only):</p> <ul style="list-style-type: none"> Users – Two approvers for User creation, modification or deletion 	An Approver is a User that has been entitled to approve selected administrative functions.	Adds an additional safeguard and security control.
ACH Customers (iMBB only)	<p>Approvers:</p> <ul style="list-style-type: none"> Single Approver for Transactions < \$50,000 Two Approvers for all Transactions ≥ \$50,000 Two Approvers for creation, modification or deletion of Template ACH Entries <p>Origination:</p> <ul style="list-style-type: none"> ACH Prenotification for creation or modification of ACH Entries 	<p>An Approver is a User that is entitled to approve selected ACH transactions. Multiple approvers may be established by function type and have individual dollar thresholds.</p> <p>Approvers may be prevented from approving a transaction they entered.</p> <p>The Prenotification period for all ACH Entries is three business days. A Prenotification is a zero dollar transaction sent to a receiving bank to affirm correct routing/transit and account number information. The receiving bank will return a Notification of Change (NOC) to inform the originator of the need to correct any information.</p>	Reduces fraud by protecting your company from unauthorized transactions.
	<p>Secure Token Approval at Transaction Level:</p> <ul style="list-style-type: none"> Secure Token Approval for ACH Entries origination, templates and file uploads 	The Approver is required to input the PIN and token code to approve ACH transactions. Secure Tokens may be used with single or multiple Approvers.	Reduces your company's risk of monetary losses due to fraudulent or unauthorized activity.
Wire Transfer Customers (iMBB only)	<p>Approvers:</p> <ul style="list-style-type: none"> Single Approver for Template Wire Transfer Transactions < \$50,000 Two Approvers for all Template Wire Transfer Transactions ≥ \$50,000 Single Approver for Free-Form Domestic Wire Transfer < \$25,000 Two Approvers for all Free-Form Domestic Wire Transfer ≥ \$25,000 Single Approver for Free-Form International Wire Transfer < \$5,000 Two Approvers for all Free-Form International Wire Transfer ≥ \$5,000 Two Approvers for creation, modification or deletion of Wire Transfer Templates <p>Secure Token Approval at Transaction Level:</p> <ul style="list-style-type: none"> Secure Token Approval for Wire Transfer initiation 	<p>An Approver is a User that is entitled to approve selected Wire Transfer transactions. Multiple approvers may be established by function type and have individual dollar thresholds.</p> <p>Approvers may be prevented from approving a transaction they entered.</p> <p>The Approver is required to input the PIN and token code to approve Wire Transfer transactions. Secure Tokens may be used with single or multiple approvers.</p>	Reduces fraud by protecting your company from unauthorized transactions.
	<p>Secure Token Approval at Transaction Level:</p> <ul style="list-style-type: none"> Secure Token Approval for Wire Transfer initiation 		Reduces your company's risk of monetary losses due to fraudulent or unauthorized activity.



March 11th , 2016

Ms. Kristi Hort, Finance Director
City of Nichols Hills and NHMA
1117 NW 63rd Street
Nichols Hills OK 73116

Dear Ms. Hort:

Thank you for the opportunity to respond to the City of Nichols Hills Request for Proposal for Banking Services. We are excited at the prospect of developing a relationship with The City and look forward to a growing partnership in years to come.

As you will read, NBC Oklahoma offers a suite of services delivered with a personal touch and superior customer service. NBC Oklahoma is able to provide the highest quality of services through our two full service locations here in Oklahoma City, along with six other locations throughout the state.

As you explore our offerings, please feel free to contact me as well as Leigh-Anne Taylor, Senior Vice President and Chief Operating Officer or Jennifer Friedman, Business Development. At NBC Oklahoma we pride ourselves with our 85 year history, convenient and modern facilities, extensive offering of banking products and services offering the latest technology available.

We maintain high quality customer relationships and are anxious to build a strong relationship with the City of Nichols Hills and stand true to being People You Can Bank On.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Doug Shultz', with a long horizontal line extending to the right.

Doug Shultz
Senior Vice President
NBC Oklahoma



RELATIONSHIP TEAM

Doug Shultz
Senior Vice President
NBC Oklahoma/Grand Location
Phone: 405-748-9156
Fax: 405-810-1199
Email: dshultz@nbcok.com

Leigh-Anne Taylor
Senior Vice President/COO
NBC Oklahoma/Penn Location
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Jennifer Friedman
Business Development
NBC Oklahoma/Penn Location
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DOUG SHULTZ

Senior Vice President

NMLS # 779373

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**CITY OF NICHOLS HILLS
REQUEST FOR PROPOSAL
for
BANKING SERVICES**

PREPARED BY: Leigh-Anne Taylor

Date: March 11th, 2016



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REQUIRED BANKING SERVICES

1. An account executive must be assigned to the City to assist and expedite the solution of potential problems

A: Doug Shultz will be your account officer, he is the Senior Vice President at our Grand Blvd NBC Oklahoma location.

2. Depository accounts to maintain regular daily activities. Currently, the city maintains eleven such accounts. This number may vary.

A: NBC Oklahoma provides a Green Business Account, Green Business Analysis and a Green Business Reserve to meet your banking needs.

3. City requires that a night depository be available after 5 PM.

A: NBC Oklahoma has a night depository available 24 hours a day 7 days a week at our Grand Blvd location and our Pennsylvania Ave location.

4. Collateralization of all account balances by 110 percent.

A: NBC Oklahoma will maintain collateralization of all account balances by 110 percent.

5. The bank will provide standard banking supplies and services; including but not limited to, deposit slips, deposit tamper proof bags, depository keys and secured deposit bags at no additional cost to the City. The City will provide all checks.

A: NBC Oklahoma will provide free of charge two (2) locking bank bags, two (2) zipper bags, Deposit slips, and additional supplies upon request for banking needs.

6. Monthly account and account analysis statements, confirmations and other report related features within two (2) business days after month end. Monthly account statements must include images of all deposits and withdrawals.

A: NBC Oklahoma will provide online statements the first day following the end of the month for view within online banking. This statement will provide images of checks and deposit slips.



7. Online banking access allowing the City to wire funds, transfer funds and submit ACH/EFT transactions.

A: NBC Oklahoma will provide the ability to transfer funds and submit ACH origination (contract will be provided) within the online banking system. Wire transfer request services are also provided by our customer service department.

8. Wire Transfer Services: The City currently generates between four (4) and eight (8) incoming and outgoing wires each month. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures.

A: NBC Oklahoma operates wire services daily and can provide a wire transfer agreement with strict security procedures and guidelines to meet your banking needs. Dual control, signature verification and call back features are required on all outgoing wire requests. Incoming wires are posted to your account in real time up until 5pm each banking day.

9. Must provide direct deposit services

A: NBC Oklahoma accepts all direct deposits.

10. Must provide remote deposit services.

A: NBC Oklahoma provides remote deposit services.

11. Must provide check protection ("positive pay") services.

A: NBC Oklahoma provides positive pay services for all check items manually uploaded or input daily by the customer within our online banking system.

12. Automatic redeposit of returned checks a second time, if the instruments are initially dishonored due to "NSF" notations. NSF fees are to be assessed against the monthly analysis.

A: NBC Oklahoma will automatically redeposit checks a second time per a signed agreement with you, the customer. All fees will be assessed on analysis.

13. Stop Payment fees shall be waived.

A: NBC Oklahoma will provide the first ten (10) stop payments monthly at no charge, all stop payments thereafter each month will be charged a fee of \$25.00.



14. Courier services provided and fees assessed against the monthly analysis.

A: NBC Oklahoma will provide courier services at a monthly rate of \$150.00 which includes a daily pickup of deposits at your location delivered to our NBC Grand location.

Attachment I – Proposed Fee Schedule

Bank Service Provided	Unit Price	Per: Unit/Month/Etc.	Notes
Broker / Dealer			N/A
Earnings Credit – Each Account	.25%	Per month/analysis acct	Or Avg 30 day tbill/whichever is greater
DDA Maintenance	8.00		
Deposit	.15		
Deposited Checks (on your bank)	.10		
Deposited Checks from Oklahoma	.10		
Deposited Checks - Out of State	.10		
Deposited Checks – Government	.10		
Deposited Checks - Other	.10		
Return Items	3.00	Per return item	**Normally a \$5.00 fee will reduce to \$3.00
Deposit Correction Fee	1.00	Per Deposit Correction	
Checks Paid	.15		
Stop Payment Fee	25.00	Per Stop Pymt	**First ten per month Free
ACH & Electronic Debit	.15		
ACH & Electronic Credit	.15		



Positive Pay Service	0.00	No Charge	Requires Manual Download of Daily File by Customer
Positive Pay ACH Per Item	_____		N/A
Positive Pay Check Per Item	_____		Requires Manual Download of Daily File by customer
ACH Origination Fee	30.00	Monthly/Analysis	
Bank Service Provided	Unit Price	Per: Unit/Month/ etc	Notes
ACH / Originated	_____	N/C Per Item	Charge is per Debit/Credit on account
ACH / Files Transmitted	_____	Included in monthly charge	Requires Online Banking
ACH / Return Items	3.00	Per Return Item/Analysis	**Normally a \$5.00 fee will reduce to \$3.00
On Line Banking	_____	N/C	
On Line Banking - Other	_____	N/C	
Remote Deposit	50.00	Monthly Maintenance	Just reduced from \$100.00/First 3 months free
Remote Deposit – Per Item Fee	.10	Per Item	
Remote Deposit - Items drawn on your bank	.10		
Remote Deposit - Items Oklahoma (in state)	.10		
Remote Deposit - Items Out of State	.10		
Remote Deposit - Government	.10		
Wire Transfers – Domestic - Outgoing	10.00	Per Wire Transfer	**Normally \$15.00 will reduce to \$10.00
Wire Transfers – Domestic - Incoming	8.00	Per Wire Transfer	**Normally \$10.00 will reduce to \$8.00
Deposit Slips	_____	Standard Deposit Slips Free	
Tamper Proof Deposit Bags	30.00	Locking Bag	**Normally \$35.00 will reduce to \$30.00. First two bags free.
Courier Services - daily pickup	150.00	Per Month for Daily Pickup	