ALPINE BANK
WIRE TRANSFER SERVICE AGREEMENT - RENEWAL

By signing the Wire Transfer Service Agreement ("Service Agreement") ROARING FORK TRANSPORTATION AUTHORITY ("Customer," "you," "your," or "its") hereby requests Alpine Bank ("Bank," "our," "us," or "we") to provide the Service described in this Service Agreement. Customer agrees that this Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Customer the Service outlined herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code (the "UCC"), and/or the Account Agreement, the provisions of this Service Agreement shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer, intending to be legally bound, do hereby agree as follows:

1. **Authorization to Accept Payment Orders.** Bank is authorized to accept and/or execute "Payment Orders," as that term is defined in Article 4A of the Uniform Commercial Code issued by Customer, Administrators(s), User(s) Authorized Customer Representatives or Authorized Customer Agents, as those terms are defined herein.

1.1. **Written or Oral Payment Orders.** Customer hereby expressly agrees to be bound by any Payment Order, whether or not authorized, issued in its name and accepted by Bank in compliance with the Security Procedure, defined below. If Customer is a business entity and not a consumer, by one or more written resolutions acceptable to the Bank and certified by Customer, Customer shall designate those individuals (herein referred to as "Customer's Authorized Representative(s)") who shall be authorized to designate, on Schedule B attached hereto or other form acceptable to Bank, one or more "Authorized Customer Agents" as the sole representatives of Customer authorized to transmit and verify funds transfer instructions hereunder on behalf of Customer, and shall indicate on such Schedule the functions that each Authorized Customer Agent is authorized to conduct on behalf of Customer. Designation of Authorized Customer Agents may be altered or revoked from time to time upon written notice to the Bank from any of Customer's Authorized Representative, provided that the Bank may in its sole discretion act upon verbal notice of revocation which the Bank reasonably believes to be from any Customer's Authorized Representative(s), which revocation shall later be confirmed in writing by a Customer's Authorized Representative. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate funds transfer instructions under this Service Agreement to be an Authorized Customer Agent. Customer will establish dollar limits for Payment Orders for Authorized Customer Agents. Such limits shall be designated in Schedule B for each Authorized Customer Agent and are not to exceed the limits designated for the Customer in Schedule B.

2. **Execution and Acceptance of Payment Orders.** Bank is hereby authorized to honor, execute and accept each and every Payment Order received by it in the name of the Customer as sender or issued by an Authorized Customer Agent. If Bank elects to accept Payment Orders issued by Customer, Bank shall use reasonable efforts to comply with the Payment Order in paying the proceeds to the beneficiary, if Bank is also the beneficiary's bank, or in executing the Payment Order if Bank is not also the beneficiary's bank. Customer shall issue the Payment Order to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the beneficiary on the payment date. Bank shall be entitled to deem any person having knowledge of any security codes required in order to initiate Payment Orders under this Service Agreement to be an Authorized Customer Agent. Bank may, in all cases, rely on and accept Payment Orders issued on behalf of Customer by any individual(s) authorized by Customer to sign checks on any of Customer's depository accounts with Bank.

3. **Security Procedures.**

3.1. Customer shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, personal identification number, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of Payment Orders. Customer authorizes Bank to follow any and all instructions given using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been compromised, or otherwise become known to persons other than Customer or Authorized Customer Agents, and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's deposit account maintained with Bank, and Customer agrees and intends that the submission of Payment Orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Payment Orders initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Customer or Authorized Customer Agents to the fullest extent allowed by law. Customer further

acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Payment Orders initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

3.2. Customer agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to Authorized Customer Agents. Customer agrees to instruct each Authorized Customer Agents not to disclose or provide any Security Procedures to any unauthorized person. Customer shall have responsibility to ensure the proper implementation and use of the Security Procedures by Authorized Customer Agents. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures has been stolen, compromised, or otherwise become known to persons other than Authorized Customer Agents, or if Customer believes that any Payment Order or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.

3.3. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Customer's Authorized Representative(s), or Authorized Customer Agent, shall change or be revoked.

3.4. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

4. Physical Security.

4.1. Customer is solely responsible for providing for and maintaining the physical, procedural, and administrative, security of data in Customer's possession or under Customer's control.

4.2. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate agents and employees as to the risks of fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

4.3. In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

5. Settlement. The Bank is not obligated by this Service Agreement to honor, execute, or accept any Payment Order. If Bank elects to accept Payment Orders issued by Customer, Customer agrees to settle for all Payment Orders issued by Customer, Authorized Customer Agent(s) or Payment Orders otherwise made effective against Customer. Settlement shall be made by Customer to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account designated by Customer ("Authorized Account") as settlement for Payment Orders issued by Customer. Customer shall designate the Authorized Account in Schedule B attached hereto and made a part hereof. Customer shall maintain sufficient collected funds in the Authorized Account to settle for the Payment Order at the time that the Payment Order is issued. Bank may, in its sole discretion, transfer funds from the Authorized Account in excess of the collected balance and thereby create an overdraft. In this event, Customer shall promptly reimburse the Bank upon demand in the amount of the overdraft together with any interest fees or charges which would otherwise be charged to Customer as a result of an overdrawn account based upon the Bank's account rules and pricing schedules. If Bank elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of the Bank's rights to refuse to do so at any other time nor shall it be an agreement by the Bank to pay checks or other items in the overdraft. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if Bank accepts the

Payment Order and the designated Authorized Account does not have sufficient balances to settle for the Payment Order. Bank may process Payment Orders in any order convenient to Bank and Bank may charge items, including settlement for Payment Orders, in any order or sequence selected by Bank.

6. Method of Issuance of Payment Orders.

6.1. Issuance of Payment Orders. Customer may issue Payment Orders orally, by e-mail, by fax, or in writing and, if Customer is a business entity, Payment Orders may be issued electronically via the Online Banking Service. Payment Orders may only be executed on a "Business Day" which is Monday through Friday, excluding Federal holidays. Payment Orders received before the cut-off time established by Bank will be processed on the same Business Day. Payment Orders received on a non-Business Day or after the cut-off time on a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time may be obtained by contacting Bank. Customer acknowledges that the Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Payment Order that does not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Customer further acknowledges that Bank is not responsible for detecting any Customer error contained in any Payment Order sent by the Customer to the Bank. Bank may, at its option, record electronically all telephonic instructions received by Bank from Customer without further notification and may retain such recordings for any period of time selected by Bank. Customer consents to the recording of such telephone conversations. The decision of whether to record a particular conversation is within the Bank's discretion, and the Bank has no liability for failure to record.

6.2. Use of Online Banking Service for Issuance of Payment Orders. To the extent Customer is a business entity and requests to issue Payment Orders online through Customer's Wire Transfer Module within the Online Banking Service, Customer acknowledges and agrees that it must have first entered into and agreed to the terms and conditions of the Online Banking Master Agreement ("Master Agreement"), which is incorporated herein by reference and made a part hereof. In the event of an inconsistency between a provision of this Service Agreement and the Master Agreement the provisions of this Service Agreement shall prevail. Customer further acknowledges and agrees that in addition to the Security Procedure provisions of this Service Agreement, Customer must also comply with the requirement in the Master Agreement that Customer assign an Administrator (as that term is defined in the Master Agreement) that has the authority to add and delete Users (as that term is defined in the Master Agreement), including adding additional Users with the Administrator authority level, and to entitle Users to transmit Payment Orders within the Wire Transfer Module. For purposes of this Service Agreement, the Administrator shall be deemed Customer's Authorized Representative and Users entitled to transmit Payment Orders within the Wire Transfer Module shall be deemed Authorized Customer Agents. It is agreed that it is the responsibility of Customer and NOT Bank to add and delete Users, assign Users, and permit or limit Users from being able to access the Wire Transfer Module and/or allow issuance of Payment Orders via the Online Banking Service.

Further, Customer agrees to waive any claim against, and fully defend, indemnify and hold harmless, Bank, its related entities, its respective shareholders, directors, officers, employees, attorneys, successors, assigns and any other persons or entities acting on behalf of any of them, from any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, loss of service, expenses and compensation whatsoever, which Bank may incur or accrue on account of or in any way arising out of or the consequences resulting from the number or identity of authorized users to issue Payment Orders within the Wire Transfer Module of Online Banking Service being inconsistent with the number of required signatures or the identity of the required signatories for withdrawal indicated and authorized on any other deposit or account agreements executed with Bank.

7. Errors in Payment Orders. Customer agrees that Bank shall have no obligation to discover errors in Payment Orders and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Payment Order. Bank shall likewise have no duty to discover and shall not be liable for duplicate Payment Orders issued by Customer. In the event that Customer makes an error or issues a duplicate Payment Order, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.

8. Use of Account Numbers. The Customer is notified, and hereby acknowledges, that in executing or otherwise acting on a Payment Order the Bank shall rely solely and exclusively upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank and shall not rely on the name of the beneficiary. Likewise, acceptance of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Customer is liable for and must settle with Bank for any funds transfer initiated by Customer that identifies the beneficiary by account or identifying number or by name and account or identifying number. The Bank shall have no duty to detect any inconsistency between the name and number contained in a Payment Order and the Customer shall be responsible for any inconsistencies. The Customer shall indemnify and hold the

Bank harmless from and against any loss, liability, expense or damage that the Bank may incur as a result of such inconsistency, including, without limitation, attorneys' fees and expenses of litigation.

9. Amendments and Cancellations.

9.1. A Payment Order may be canceled by the Customer, provided the cancellation instruction is received by the Bank, and verified pursuant to the Security Procedures in effect, at a time and in a manner affording the Bank a reasonable opportunity to act prior to the Bank's acceptance of the Payment Order.

9.2. The Bank is not obligated to amend or cancel a Payment Order after acceptance, but if in Bank's sole discretion, it agrees with Customer to do so, it may condition such amendment or cancellation upon compliance with the Security Procedures. Any cancellation of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order and any amendment of a Payment Order by the Bank shall relieve the Bank of any obligation to act on such Payment Order in its un-amended form.

9.3. Customer acknowledges and agrees that after a Payment Order has been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may 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.

9.4. Notwithstanding any provision to the contrary, if Customer is a consumer and initiates a Payment Order to a beneficiary located outside of the United States, Customer shall have the right to cancellation in accordance with the provisions in Section 16.

10. Rejection of Payment Order. Customer agrees that Bank has no obligation to accept a Payment Order and therefore may reject any Payment Order issued by Customer. Bank has no obligation to notify Customer of the rejection of the Payment Order issued by Customer but Bank may so notify at its option. Bank shall have no liability to Customer for rejection of a Payment Order and shall not be liable to pay interest to Customer even if the amount of Customer's Payment Order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or the Bank has otherwise received full payment from Customer.

11. Use of Correspondents, Agents, and Systems.

11.1. The Customer agrees that in executing any Payment Order the Bank may make use of such correspondents, agents and Payment Order and communication systems as it deems necessary or desirable to execute such Payment Order. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of the Customer and the Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) the Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of any Payment Order by such correspondents, agents and Payment Order and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents and Payment Order and communication systems, all such risk being borne by the Customer.

11.2. Each Payment Order, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. Any Payment Order or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of the Bank and the Customer with respect to any Payment Order, any part of which is carried out through the use of the 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 Bank. The Customer acknowledges the Bank's right to reserve, adjust, stop payment, or delay posting of an executed Payment Order is subject to the laws, regulations, circulars, and rules described in this Section 11.2.

12. Compliance with Laws. Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at the Bank and its use of the service described in this Service Agreement. The Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If any Payment Order is to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law the Bank shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to the Bank.

13. Unauthorized Transactions and Other Errors. The Customer shall notify the Bank of any discrepancy between the Payment Order and the related funds transfer, or of any unauthorized transaction or other error on the next business day following receipt of any advice or within 30 calendar days of the delivery or mailing by Bank (whichever occurs first) of any statement of account relating to the Authorized Account, whichever is

earlier, which time limits Customer agrees are reasonable. If notification of an unauthorized transaction or other error is communicated orally, it shall be confirmed promptly in writing. The Bank shall have no liability to the Customer for any loss or damage sustained by the Customer arising out of any Payment Order referenced in a statement of account for the Authorized Account and no legal proceeding or action shall be brought by Customer against Bank to recover such loss or damage, unless (a) Customer shall have given the written notice as provided for herein, and (b) such legal proceeding or action shall be commenced within the period established by UCC 4A. Customer waives any right to seek or enforce payment of attorneys' fees related thereto.

14. Indemnification. Customer shall be liable to the Bank for and shall indemnify and hold the Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Customer, or from the provision of invalid or inaccurate data by Customer or by any other person or entity acting on Customer's behalf, including without limitation (a) a breach by Customer of any provision of this Service Agreement; (b) the Bank's debiting or crediting of the account of any person or entity as requested by Customer; and (c) the failure to act or the delay of any financial institution other than the Bank.

15. Limitation of Liability.

15.1. The Bank shall be responsible only for performing the funds transfer services described in this Service Agreement and shall be liable only for its own gross negligence or willful misconduct in performing these Services. The Bank shall not be liable for acts or omission by Customer or any other person or entity, including without limitation any funds transfer systems, any Federal Reserve Bank, any beneficiary's bank and any beneficiary, none of which shall be deemed the Bank's agent. Without limitation, the Bank shall be excused from delaying or failing to act if caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from delaying or failing to execute a funds transfer due to any changes in the rules, regulations and policies of the Federal Reserve Board that affect the Bank's ability to send or receive funds at any time, for any reason, if the funds transfer would result in the Bank's exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines or if the funds transfer would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of any other governmental regulatory authorities.

15.2. Except as otherwise required by applicable law, the Bank shall not be liable for any loss or liability arising from (a) any inaccuracy or failure to act on the part of any person not within the Bank's reasonable control, including but not limited to the failure of any other financial institution(s) to provide accurate or timely information to the Bank or the Customer, (b) the failure of other financial institutions to accept payment orders, (c) Customer's negligence, wrongful act or breach of this Service Agreement, or (d) any ambiguity or inaccuracy in any instruction given to the Bank by Customer.

15.3. IN NO EVENT SHALL THE BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES SUFFERED OR INCURRED BY CUSTOMER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE BANK'S ACTS OR OMISSIONS, REGARDLESS OF WHETHER THE BANK KNEW OR SHOULD HAVE KNOWN SUCH LOSSES OR DAMAGES MIGHT BE INCURRED. ANY LIABILITY OF THE BANK FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED USING A RATE EQUAL TO THE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. PAYMENT WILL BE MADE BY CREDITING THE APPROPRIATE ACCOUNT AT THE BANK INVOLVED IN THE FUNDS TRANSFER. THE BANK SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S ATTORNEYS' FEES.

16. International Payment Orders. Funds transfers to beneficiaries outside of the United States may be paid to the beneficiary in the foreign currency of the country to which the funds are transferred. It is the responsibility of Customer to notify the beneficiary that the funds originated in U.S. dollars may be paid to the beneficiary in the currency of the country to which the funds are transferred at the bank's buying rate of exchange for wire transfers. (Each intermediary, receiving and beneficiary bank may deduct funds transfer fees from the amount of the payment order.) Bank is not responsible for fluctuations in exchange rates. Customer may wire foreign currency if requested currency is available.

16.1. International Payment Orders Initiated by Business Customer. If Customer is a business entity, Customer represents, warrants and agrees that Customer is not a consumer and that Authorized Account was not established primarily for personal, family or household purposes and Customer acknowledges, agrees, represents and warrants that any and all funds transfers initiated by Customer or an Authorized Representative to a beneficiary located in a foreign country are for business purposes only and not for personal, family or household purposes, are not subject to the provisions of the Electronic Funds Transfer Act ("EFTA") and/or Regulation E, and are not remittance transfers as that term is defined in the EFTA and/or Regulation E.

16.2. Remittance Transfers. If Customer is a consumer and if Customer (primarily for personal, family, or household purposes) requests a funds transfer in excess of $15.00 be sent to a designated recipient (a

person or an organization) to be received at a location in a foreign country (any location outside of the United States, or one of its territories or possessions, or Puerto Rico), the funds transfer is a type of wire transfer known as a "remittance transfer." Federal law and regulation grant rights and impose duties related to remittance transfers that may not apply to other types of wire transfers (such as, for example, certain cancellation rights, error resolution rights and the duty to give disclosures when a remittance transfer is requested and made). If any of the other provisions of this Agreement conflict with the provisions of this section 16, the terms of this section 16 control. If any provision of this Agreement is inconsistent with the remittance transfer disclosure(s) that Bank gives Customer, the terms of the remittance transfer disclosure(s) control. The following terms apply to remittance transfers:

16.2.1. In addition to Bank's right to reject any payment order for any reason, without notice to Customer, Bank may, but is not required to, refuse to process Customer's remittance transfer request if (i) the Authorized Account on which the remittance transfer is requested has not been opened for at least one year, (ii) the request is for a remittance transfer scheduled one or more business days before the date of transfer, (iii) the request is for a repetitive remittance transfer, (iv) the request is for a series of preauthorized remittance transfers, (v) the amount of the remittance transfer request exceeds a certain dollar amount set by Bank, or (vi) the total of Customer's remittance transfers during the 6 months immediately prior to Customer's current remittance transfer request when added to the amount of Customer's current remittance transfer request exceed a certain dollar amount set by Bank. Customer agrees to contact the Bank to determine the dollar caps. Customer agrees that Bank may change the dollar caps at any time without notice to Customer. Customer agrees to the revised dollar caps if Customer requests a remittance transfer after the change(s).

16.2.2. Customer understands and agrees that the designated recipient may receive less than the amount of the "Transfer Amount" of the remittance transfer due to fees charged by third parties including, but not limited to, the recipient's bank and foreign taxes.

16.2.3. When Customer requests a remittance transfer, Customer agrees to provide the correct account number for the designated recipient's account and the correct recipient institution identifier. When Customer provides Bank with an incorrect account number for the designated recipient or an incorrect recipient institution identifier in connection with a remittance transfer, Bank and every receiving or beneficiary institution may rely on that account number and recipient institution identifier to make payment even if it identifies a financial institution, person or account other than the one named. An incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected, and Customer could lose the funds if (i) Bank, prior to sending the remittance transfer, uses reasonably available means to verify that the recipient institution identifier provided by Customer corresponds to the recipient institution name provided by Customer, (ii) Bank provided notice to Customer, before Customer made payment for the remittance transfer, that an incorrect account number or incorrect recipient institution identifier may cause the funds to be misdirected and Customer could lose the funds, (iii) Bank shows that the incorrect account number or recipient institution identifier resulted in the deposit of the remittance transfer into an account other than the designated recipient's account, and (iv) Bank promptly uses reasonable efforts to recover the funds for Customer (even if Bank is not successful in recovering the funds). Customer acknowledges and agrees that section 8 is notification to Customer that when Customer provides Bank with an incorrect account number or incorrect recipient institution identifier, the funds may be misdirected and Customer could lose the funds.

16.2.4. Customer has a right to cancel a remittance transfer and obtain a refund of all funds paid to Bank, including any fees, if (i) Bank receives Customer's request to cancel no later than 30 minutes after Customer makes payment for the remittance transfer, (ii) Customer's request to cancel enables Bank to identify Customer's name and address or telephone number and the particular remittance transfer to be cancelled (including the amount and location where the funds were sent), and (iii) the transferred funds have not been picked up by the designated recipient or deposited into an account of the designated recipient.

17. Customer Cooperation. In the event that the Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Customer shall upon the Bank's request but without expense to the Bank testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Customer hereby consents to the Bank's disclosure to government authorities of information concerning the Customer and transactions under this Service Agreement that the Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

18. Furnishing Information. Upon request the Customer will provide the Bank with any transaction information necessary for the Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

19. Transactions with Banks. If the Customer is a bank (as defined in UCC 4A), and under applicable law the Customer is not deemed the originator of the order to which a Payment Order relates, the Customer agrees to

loss or liability would not have been incurred if the Customer had been an originator.

20. **Prohibited Transactions**. Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

21. **Entire Agreement.** The Account Agreement governing Customer's account (the "Account Agreement"), and this Service Agreement (a) constitute the entire agreement between the Bank and Customer regarding the use of the Bank's funds transfer service; (b) supersede any prior agreements between the Bank and Customer regarding funds transfers and (c) shall be binding upon and enforceable against Customer's successors and assigns. If any inconsistency exists between the Account Agreement and this Service Agreement, the terms of this Service Agreement shall control. If any part of this Service Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

22. **Amendments.** Bank may amend this Service Agreement from time to time upon written notice to the Customer. In the event that performance of services under this Service Agreement would result in a violation of any present or future statute, regulation or governmental policy to which the Bank is subject, then this Service Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, the Bank may terminate this Service Agreement if it deems such action necessary or appropriate under the circumstances. The Bank shall have no liability to the Customer as a result of any such violation, amendment or termination. Any practices or course of dealings between the Bank and the Customer, or any procedures or operational alterations used by them, shall <u>not</u> constitute a modification of this Service Agreement nor shall they be construed as an amendment to this Service Agreement.

23. **Payment for Services.** The Customer shall pay the Bank the charges for the services provided in connection with this Service Agreement, as set forth below in Bank's Fee Schedule. All fees and services are subject to change upon thirty (30) days prior written notice from the Bank. Such charges do not include, and the Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Depository Agreement between the Bank and the Customer with respect to the Account.

23.1. **Fee Schedule for Wire Transfers.**

Outgoing U.S. Wire Transfer	$25.00
Outgoing Wire Transfer – Online	$10.00
Outgoing International Wire Transfer in US Dollars (Business Customer)	$50.00
Outgoing International Wire Transfer in Foreign Currency (Business Customer)	$100.00
Outgoing International Wire Transfer in US Dollars or Foreign Currency (Consumer Customer)	$100.00

<u>Attention: New Fee Schedule, Effective October 1, 2016</u>

Outgoing Domestic Wire Transfer	$25.00
Outgoing Wire Transfer (Online)	$15.00
Outgoing International Wire Transfer	$45.00

24. **Termination.** Customer may terminate this Service Agreement at any time. Such termination shall be effective on the second business day following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Service Agreement immediately upon providing written notice of such termination to Customer. Any termination of this Service Agreement shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement.

25. **Non-Assignment.** The Customer may not assign this Service Agreement or any of the rights or duties hereunder to any person without the Bank's prior written consent.

26. **Waiver.** The Bank may waive enforcement of any provision of this Service Agreement. Any such waiver shall not affect the Bank's rights with respect to any other transaction or modify the terms of this Service Agreement.

27. **Binding Agreement; Benefit.** This Service Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective legal representatives, successors, heirs, and assigns. This Service Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or the Customer hereunder.

28. Headings. Headings are used for reference purposes only and shall not be deemed part of this Service Agreement.

29. Severability. In the event that any provision of this Service Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Service Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

30. Notices, Instructions, Etc.

30.1. Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

30.2. Except as stated herein, the Bank shall not be required to act upon any notice or instruction received from the Customer or any other person, or to provide any notice or advice to the Customer or any other person with respect to any matter.

30.3. The 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 an authorized representative of Customer, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second Business Day following the day received by the Bank.

30.4. Except as stated herein, any written notice or other written communication required or permitted to be given under this Service Agreement shall be delivered or sent by US mail, if to Customer, at the address of Customer on the books of Bank and if to Bank, at the following address:

Alpine Bank
Attention: Treasury Services – Wire Group.
225 N 5th St
Grand Junction, CO 81501

Unless another address is substituted by notice delivered or sent as provided heron. Except as otherwise stated herein, any such notice shall be deemed given when received.

31. Governing Law. This Service Agreement will be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law, excluding its conflict of law principals.

IN WITNESS WHEREOF the parties hereto have caused this Service Agreement to be executed by their duly authorized officers.

Guidelines for completion:

- If the party is a corporation, the chairman, president, chief executive officer, chief financial officer, treasurer, corporate secretary or an assistant corporate secretary must sign this Agreement, unless an entity resolution authorizing another person is provided to Alpine Bank and determined by Alpine Bank to be satisfactory;
- If the party is a partnership, limited liability company, limited liability partnership, one of the general partners or members must sign this Agreement;

By signing below, the party acknowledges and agrees that the party may return this executed Service Agreement by U.S. Mail, or electronically by facsimile or email and, if returned electronically, the terms and conditions of the Service Agreement shall be enforceable to the same extent as if the original was returned by the party to Alpine Bank.

CUSTOMER

By: _____
(Signature)

Name:

Title:

Date:

DESIGNATION OF AUTHORIZED CUSTOMER AGENT (AGENT PROFILE)
SCHEDULE B
TO WIRE TRANSFER SERVICE AGREEMENT - RENEWAL

By signing below, you acknowledge and agree that the persons designated by you on current agreements and documentation with authority to initiate wire transfer requests (Authorized Customer Agents) shall continue to have such authority to initiate wire transfer requests and you hereby confirm the authority of such persons to issue wire transfer requests in accordance with the terms of the Wire Transfer Service Agreement. Your current Service configuration is made a part of this Service Agreement to the same extent as if those terms and provisions were contained herein.

CUSTOMER

By: _____
(Signature)

Name: Title: Date:

FUNDS TRANSFER SECURITY PROCEDURES
SCHEDULE C
TO WIRE TRANSFER SERVICE AGREEMENT - RENEWAL

C.I. ONLINE WIRE TRANSFER SECURITY PROCEDURES

Customer agrees to the Security Procedures contained in this Schedule C.I and understands and agrees that the authenticity of any Wire Transfer will be verified pursuant to the following security procedures. In addition to the Security Procedures for authentication to gain access to Online Banking Service, Customer understands and agrees that the authenticity of any Wire Transfer initiated through the Online Banking Service will be verified pursuant to the following security procedures:

No. Description

1. **Secure Tokens.** Security Tokens are required for each Authorized Customer Agent. The Secure Token will be required to be in the possession of each Agent upon their login. The Agent will be prompted to provide the one-time use code displayed on the token to authenticate the Agents identity. Alpine Bank will provide the initial Secure Token. Customer will be responsible for any replacement, fees may apply.
2. **Dual Control.** Dual Control requires that at least two authorized Users be involved in the initiation and release of any Wire Transfer. Dual Control is required for Customers wire transfer limits equal to or greater than $75,000. Dual Control requires that two Agents login to initiate a wire transfer – one Agent to create the wire transfer and the other to initiate it. This Security Procedure No. 2. requires two Agents have access to the Service, preferably using two different computers. Dual Control is strongly recommended and available for Customers with limits less than $75,000 and use of this Security Procedure can be established on Schedule B.
3. **Dedicated Computer.** Customer hereby agrees to initiate and approve all wire transfers using a computer in the Customer's office designated exclusively to access the Online Banking Service. The computer shall not be used for general Internet purposes (e.g., e-mail, visits to other web sites, including social networking sites). Computers accessing the Online Banking Service should not have "computer administrative" privileges (i.e., a user with "unlimited" privileges).
4. **Payment Activity Review.** Customer is responsible for reviewing the Online Banking Service each Banking Day and notifying Bank of any suspect Wire Transfer. If Customer believes any approved Wire Transfer received by Bank to be erroneous, Customer must notify Bank immediately. If Bank is timely notified, Bank will delete the suspect Order.
5. **Time Restrictions**. Time Restrictions are recommended for each Authorized Customer Agent. The Time Restriction function will restrict Agent logins by the time of day (Customer can select the time of day you want Authorized Agents to be able to access the Service). Access will only be allowed during the times specified for each Authorized Agent. If access is attempted during the specified times, access will be granted – if not, access is denied. Time Restrictions can be established by an Administrator or on the Alpine Online Business Enrollment Form.
6. **IP Address Restrictions.** IP Address Restrictions are recommended for each Authorized Customer Agent. The option to restrict Agent logins by IP address is available by request (you can select multiple IP addresses for each user – ex. Home, work). The Service will validate the IP address during login. If the IP address is one that is established for the Agent, access will be granted – if not, access is denied. You must have a Static or partial Static IP Address to utilize this tool (your Internet Service Provider may apply a fee for a Static IP Address). IP Address Restrictions will be established on the IP Address Restriction Form.
7. **Wire PIN (Personal Identification Numbers**). Bank or Authorized Customer Administrator shall issue Wire PINs to each Authorized Customer Agent, for use in the online initiation or dual approval of Wire Transfers. It is the Customer's or Authorized Customer Administrators sole responsibility to ensure that such PINs are distributed to the proper Authorized Customer Agent(s).
8. **Call-Back Verification of Authenticity for Wire Transfers.** The Bank shall verify Wire Transfers equal to or greater than $75,000, or any dollar amount set by Bank in Bank's sole discretion, unless Schedule E has been signed and agreed to by Bank and Customer, as a condition to the Bank's execution of same, by way of return telephone call to an authorized representative (hereinafter referred to as "Authorized Call Back Agent").Customer shall designate Authorized Call Back Agents on the Schedule B. At the time of the Customer Callback, the Authorized Call Back Agent confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her Call Back PIN (issued by the Bank) or other acceptable identifiable information. Bank will call only the telephone number designated by Customer on the Schedule B or in the Bank's sole discretion, use a telephone number that is associated with the Authorized Accounts. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the Security Procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer. The Bank shall verify Wire Transfers exceeding a dollar amount set by Bank in Bank's sole discretion, as a condition to the Bank's execution of same, by way of return telephone call to an

authorized representative (hereinafter referred to as "Customer Callback"). At the time of the Customer Callback, the authorized representative confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her User I.D. Bank will call only the telephone number designated by Customer. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the security procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

9. **Malware Protection Software**. It is recommended that Customer download IBM® Trusteer Rapport as an additional safeguard against financial malware and phishing.
10. **Wire Alert.** Customer must enroll in the alert service offered by Bank to receive alerts ("Alert") from Bank. Upon receipt and processing of a Payment Order from Customer, Bank will send an Alert to Customer advising Customer of the information contained in the Payment Order. Customer should verify the Payment Order information immediately upon receipt of the Alert and notify Bank of any discrepancies or if Customer did not initiate the Payment Order.
11. **Additional Verification**. At Bank's sole discretion, Bank may require Customer to provide Bank with other information required by Bank to authenticate the identity of the Customer or the authenticity of any Wire Transfer.

REJECTED

Customer may reject the "commercially reasonable Security Procedures" offered by Bank and elect to use Customer's own Security Procedures by indicating its rejection in the box. If Customer rejects Bank's Security Procedure, Customer hereby acknowledges that Bank first offered to Customer a "commercially reasonable Security Procedure". Bank may, at its option, refuse to accept Customer's Security Procedures, in which case, Bank shall refuse to accept Wire Transfers initiated by Customer.

CUSTOMER SELECTED SECURITY PROCEDURE

This election, if the Rejection box is checked by Customer, constitutes a part of the terms and conditions of the Funds Transfer Service Agreement in effect between Customer and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Funds Transfer Service Agreement. Customer acknowledges that Bank has offered to Customer Security Procedures to verify the authenticity of Wire Transfers, which Procedures Customer agrees are reasonable in the context of Customer's operation, requirements and internal procedures. Customer acknowledges that Bank has offered this Service and Customer has elected to send Wire Transfers to Bank using Customer's selected Security Procedure. Customer acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 11 listed above may substantially increase the risk of loss to Customer. CUSTOMER HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR WIRE TRANSFERS TRANSMITTED THROUGH ALPINE ONLINE CASH MANAGEMENT. By rejecting any of the Security Procedures listed above, Customer is refusing Bank's Security Procedure and requests bank to follow Customer's selected Security Procedure. Customer may not reject the Security Procedures required to gain access to the Online Banking Service, Security Procedures **No. 1. Secured Token**, **No. 7. Wire PIN, No. 8. Call-Back Verification of Authenticity for Wire Transfers, No. 11. Additional Verification.** CUSTOMER HEREBY AGREES TO BE BOUND BY ANY TRANSFER, WHETHER OR NOT AUTHORIZED, ISSUED IN CUSTOMER'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH CUSTOMER'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Customer rejects the indicated Security Procedure:

SECURITY PROCEDURE	NO.	DESCRIPTION
❑ REJECTED	2.	Dual Control
■ REJECTED	3.	Dedicated Computer
■ REJECTED	4.	Payment Activity Review
❑ REJECTED	5.	Time Restrictions
❑ REJECTED	6.	I.P. Address Restrictions
■ REJECTED	9.	Malware Protection Software
❑ REJECTED	10.	Wire Alert

CUSTOMER

By: _____
(Signature)

Name: Title: Date:

C.II. Non-Online Wire Transfer Security Procedures

Issuance of a Wire Transfer request by any means other than through Online Banking is a rejection by Customer of the security procedure offered by Bank to Customer and constitutes Customer's selection of a security procedure chosen by Customer. Customer hereby expressly agrees to be bound by any Wire Transfer request, whether or not authorized, issued in its name and accepted by Bank in compliance with the security procedure chosen by Customer. Customer agrees to the Security Procedures contained in this Schedule C.II. Customer understands and agrees that the authenticity of any Wire Transfer initiated by methods other than through the Online Banking Service will be verified pursuant to the following security procedures:

Call Back Verification of Authenticity for Wire Transfers. The Bank shall verify Wire Transfers equal to or greater than $75,000, or any dollar amount set by Bank in Bank's sole discretion, unless Schedule E has been signed and agreed to by Bank and Customer, as a condition to the Bank's execution of same, by way of return telephone call to an authorized representative (hereinafter referred to as "Authorized Call Back Agent").Customer shall designate Authorized Call Back Agents on the Schedule B. At the time of the Customer Callback, the Authorized Call Back Agent confirming the Wire Transfer for Customer will be required to provide the Bank's wire transfer person originating the callback with his or her Call Back PIN (issued by the Bank) or other acceptable identifiable information. Bank will call only the telephone number designated by Customer on the Schedule B or in the Bank's sole discretion, use a telephone number that is associated with the Authorized Accounts. If no response is received from the Customer's designated telephone number, or if confirmation cannot be obtained in accordance with the Security Procedures, Bank will treat the Wire Transfer as unauthorized and will not execute the Wire Transfer.

Additional Verification. At Bank's sole discretion, Bank may require Customer to provide Bank with other information required by Bank to authenticate the identity of the Customer or the authenticity of any Wire Transfer.

CUSTOMER

By: _____
(Signature)

Name: Title: Date:

RESOLUTION
FOR ELECTRONIC BANKING SERVICE AGREEMENTS

I, _____, _____ (Title) of ROARING FORK TRANSPORTATION AUTHORITY, (herein called "Company"), hereby certify that the Company is a: (check one)

Type of Organization:	**Governing Body:**
☐ Corporation	☐ Board of Directors
☐ Limited Liability Company	☐ Members and/or Managers
☐ Partnership	☐ Partners
☐ Sole Proprietorship	☐ Owner
☐ Public Funds	☒ Treasurer

formed under the laws of _____.
(State)

At a meeting of the Governing Body of Company held at its office in the city of on _____ (*insert the date on which the meeting was held*) pursuant to due notice, at which a quorum of the Governing Body was present, on motion, duly seconded, the following resolutions were unanimously adopted:

Resolved, that in consideration of the Bank entering into a Service Agreement for an Electronic Banking Service with Company:

(1) The following officer(s) of Company:

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Signature:_____ Signature: _____

is/are hereby designated as "Company's Authorized Representative(s)" and authorized, for and on behalf of Company: (i) to execute and deliver to the Bank, the Service Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; (ii) if utilizing the Online Banking Service in conjunction with Electronic Banking Services, to designate at least one (1) Administrator, in accordance with the Service Agreement; (iii) to designate at least one (1) Authorized Customer Agents as the representatives of Company authorized to transmit and verify transactions specific to the Electronic Banking Service you are enrolling in, in accordance with the Service Agreement; (iv) to modify, substitute, or revoke, in accordance with the Service Agreement, the designation of Authorized Company Agents; (v) to execute and deliver to the Bank, in accordance with the Service Agreement, any waiver or special agreement between Company and the Bank respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Bank's standard of care or obligating Company to indemnify the Bank; and (vi) to execute and deliver to the Bank any other written agreement, amendment, or notice respecting the rights and obligations of the parties to the Service Agreement.

(2) The Bank shall be entitled to rely on this Resolution for the identification of the names and signatures of the persons holding the aforementioned offices of Company until such resolution or resolutions are superseded by a later resolution. Bank shall be indemnified against and held harmless by Company from any and all claims, demands, losses, damages, costs or expenses (included but not limited to, attorneys' fees incurred in the enforcement hereof) in connection with or arising out of Bank's honoring any signature or other request of any person so certified or refusing to honor any signature or other request not so certified by this Resolution.

(3) Any and all actions taken by any of the officers or representatives of Company, for and on behalf and in the name of Company, with the Bank prior to the adoption of this Resolution, including but not limited to requests for funds transfers and the negotiation of funds transfer agreements, are hereby ratified, confirmed and approved in all respects for all purposes.

(4) This Resolution will continue in full force and effect until the Bank shall receive (i) a subsequent Resolution which shall have the effect of canceling the previous Resolution; or (ii) notice in writing from the Secretary or any Assistant Secretary of Company of the revocation thereof by a resolution duly adopted by the Board.

(5) This Resolution shall, when delivered to the Bank, constitute a part of the Service Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

This is to certify that the above is a true and correct copy of the resolutions unanimously adopted, on the motion duly seconded, at a meeting of the Governing Body of _____ an entity organized under the laws of _____ held at its office in the city of _____ on _____ (*insert the date on which the meeting was held*) pursuant to due notice at which meeting a quorum of the Governing Body was present; and that said resolutions are duly entered upon the Minute Book of Company and are now in full force and effect.

Signed and delivered to the Bank, this _____ day of _____, 20___.

Company

By: _____
(Signature)