ALPINE BANK
ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL

This ACH Origination/Third Party Sender Service Agreement ("Service Agreement") is made this the 31 day of OCTOBER between: Alpine Bank ("Bank", "we," "our," "ours") and ROARING FORK TRANSPORTATION AUTHORITY (collectively, "Company", Customer," "you," "your," "yours").

Company wishes to initiate credit and/or debit Entries through the Bank to accounts maintained at Bank and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Service Agreement and the rules of the National Automated Clearing House Association ("NACHA") and Bank's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time, (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Company the ACH Services outlined herein ("Services"). Except as otherwise provided in this Service Agreement, all of the provisions of this Service Agreement are applicable equally to Company without regard as to whether Company is an Originator or a Third Party Sender as those terms are defined in the Rules. Company hereby requests Bank to provide the Service described in this Service Agreement. By executing this Service Agreement and/or using the Services described in this Service Agreement, Company accepts and agrees to all terms, conditions, and provisions of this Service Agreement and agrees that this Service Agreement sets forth the terms and conditions pursuant to which Bank will provide to Company the Service outlined herein. Company further agrees that this Service Agreement is entered into as a Service Agreement under the Online Banking Master Agreement ("Master Agreement"). All of the terms and provisions of the Master Agreement are hereby incorporated by reference and are made a part of this Service Agreement to the same extent as if those terms and provisions were contained herein. In the event of inconsistency between a provision of this Service Agreement, the Uniform Commercial Code ("UCC"), the Master Agreement, and/or the Account Agreement, the provisions of this Service Agreement shall prevail. Terms not otherwise defined in this Service Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each Entry.

Company is ☑ **an Originator** ☐ **a Third Party Sender** ☐ **a Third Party Service Provider**

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 Company, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. COMPLIANCE WITH RULES AND LAWS. A copy of the Rules will be provided to Company upon set up of Services. Company acknowledges it will receive a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Company agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Service Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Bank will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify Bank for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Service Agreement in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Service Agreement in no way limit the requirement of complying with the Rules. Bank may terminate or suspend this Service Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, Bank shall have the right to initiate an audit of Company procedures for compliance with this Service Agreement and the Rules, upon written notification to Company.

2. CREDIT APPROVAL. In utilizing the Automated Clearing House Network in performance of this Service Agreement, Bank must make certain warranties on behalf of Company. Specifically, Bank is charged with assuring the financial soundness of Company to make the intended Entries. Bank must approve all ACH Agreements and may request financial information from Company and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) on Company as may be necessary from time to time. Bank may also assign Company a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Company each day ("ACH Limit"). Company acknowledges that the ACH Limit is solely for the protection of Bank and its assets. Company understands that daily requests for Entries exceeding this amount are honored solely at the discretion of the Bank. Requests not honored would be communicated to the Company or the Company's designated representative.

3. SECURITY INTEREST. To secure the payment and performance of Company's obligations set forth herein, Company grants to Bank a security interest in and pledges and assigns to Bank all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Bank under this Service Agreement or any other obligation of Company to Bank; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

4. DESIGNATION OF ADMINISTRATOR. In accordance with the Master Agreement, in order to initiate ACH Entries, Company must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Company authorizes to issue Entries on its behalf. For the purposes of this Service Agreement, the term User shall also include the Administrator. The Bank shall be entitled to rely on the designations made by the Company's Administrator(s) and shall not be responsible for matching the names of the company Users designated by the Administrator(s) to names or titles listed in Company's banking resolutions. Company agrees that any such online Entries shall comply with Bank's Security Procedures, which are subject to change without notice to Company. In addition to or as an alternative to designating an Administrator, Company may designate "Authorized Company Agents" on Schedule B attached hereto and made a part of this Service Agreement. Upon receipt of Schedule B, Bank shall enable the Authorized Company Agents to gain access to the Online Banking Service and to perform other User functions. The term "Users" shall also include the Authorized Company Agents. Although Bank is only required to act upon the instructions of the Users(s), the Bank may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Company to sign checks on Company accounts. The signature cards establishing the authorized signatories for Company deposit accounts are hereby incorporated by reference and made a part hereof.

5. TRANSMISSION OF ENTRIES BY COMPANY. User(s) shall initiate the debit or credit Entries designated in Schedule D hereunder on behalf of and selected by Company. Bank shall be entitled to deem any person having knowledge of any Security Procedure, defined below in Section 7 of this Service Agreement and required to initiate Entries under this Service Agreement, to be a User. User(s) shall transmit Entries to Bank in computer readable form using the Bank's Online Banking Service and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be transmitted to Bank no later than the time and the number of days prior to the Effective Entry Date specified in the Processing Schedule attached hereto and made a part hereof as Schedule A. For the purposes of this Service Agreement, "Business Day" means Monday through Friday, excluding federal holidays. The federal holiday schedule is attached hereto as Schedule A. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Bank on any one Business Day shall not exceed the lesser of the amount of collected funds in Company's account or the ACH Limit set forth in Schedule D to this Service Agreement. Company may not reinitiate entries except as prescribed by the Rules.

6. THIRD PARTY SERVICE PROVIDERS. This Section 6 is not applicable to Company if Company is a Third Party Sender. Company may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). Company agrees not to use a Service Provider to transmit files to Bank without first entering into Bank's Third Party Service Provider Agreement. If Company uses Service Provider to transmit Files to Bank and Company and Service Provider have not entered into a Third Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Service Agreement. Bank will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until that point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Service Provider Agreement"). All of Company's obligations and responsibilities under this Service Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Bank's request, Company will provide to Bank a true and exact copy of such agreement. Company shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Company hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider Agreement. Company hereby indemnifies and holds Bank harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

7. SECURITY PROCEDURES. In addition to, and without limiting the generality of, the Security Procedure provisions of the Master Agreement, the Company shall comply with the "Security Procedures" described in Schedule C attached hereto and made a part hereof, and Company acknowledges and agrees that the Security Procedures constitute commercially reasonable security procedures under applicable law for the initiation of ACH entries.

8. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Company, or if Company is a Third Party Sender shall ensure that the Originator, shall obtain an authorization ("Authorization Agreement") as required by the Rules from the person or entity whose account will be debited or credited as the result of a debit or credit Entry initiated by Company and Company, or if Company is a Third Party Sender Company shall ensure that the Originator, shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. A sample Authorization Agreement is attached hereto as Schedule E.

9. RECORDING AND USE OF COMMUNICATIONS. Company and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Service Agreement may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

10. PROCESSING, TRANSMITTAL, AND SETTLEMENT BY BANK. Except as otherwise provided for in this Service Agreement and if Bank elects to accept Entries, Bank shall:

(a) (i) use commercially reasonable efforts to comply with the instructions of Company, (ii) process Entries received from Company to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the "ACH" processor selected by Bank, (iv) settle for such Entries as provided in the Rules, and (v) in the case of a credit Entry received for credit to an account with Bank ("On-Us Entry"), Bank shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section 5.

(b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's cut-off time at the location specified by Bank to Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Bank to Company; and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

11. PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Company agrees to pay for all credit Entries issued by Company, User(s), or credit Entries otherwise made effective against Company. Company shall make payment to Bank on the date as determined by Bank in its sole discretion ("Payment Date"). Company shall pay Bank for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Bank. Payment shall be made by Company to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) ("Authorized Account(s)") designated in Schedule D, as payment for all payments due to Bank under this Service Agreement. Company shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due to Bank under this Service Agreement on the Payment Date. In the event the Authorized Account or any other Company Bank account does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may take any of the following actions:

(a) Refuse to process all Entries, in which event Bank shall return the data relating to such credit Entries to Company, whereupon Bank shall have no liability to Company or to any third party as a result thereof; or

(b) Process that portion of the credit Entries as Company has sufficient collected funds in the Authorized Account to cover, in whatever order Bank in its sole discretion shall elect to process, in which event Bank shall return the data relating to such credit Entries as are not processed to Company, whereupon Bank shall have no liability to Company or any third party as a result thereof; or

(c) Process all credit Entries. In the event Bank elects to process credit Entries initiated by Company and Company has not maintained sufficient collected funds in the Authorized Account with Bank to cover them, the total amount of the insufficiency advanced by Bank on behalf of Company shall be immediately due and payable by Company to Bank without any further demand from Bank. If Bank elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

(d) Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if the designated Authorized Account does not have sufficient balances to settle.

Bank reserves the right to require Company to pre-fund an Account maintained at Bank prior to the Payment Date. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company

with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:00 a.m. Mountain Time two banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

12. ON-US ENTRIES. Except as provided in Section 13, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), the Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 10(b) (i), (ii), and (iii) are met. If any of those requirements are not met, the Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

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

14. CANCELLATION OR AMENDMENT BY COMPANY. Company shall have no right to cancel or amend any entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Company. If Bank accepts a cancellation or amendment of an Entry, Company must comply with the Security Procedures provided in Section 7 of this Service Agreement. If such a request is received by Bank before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), Bank will use reasonable efforts to cancel or amend the Entry as requested, but the Bank shall have no liability if the cancellation or amendment is not effected. If Bank accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as the result of its acceptance of the cancellation or amendment.

15. REVERSALS OF ENTRIES.

(a) General Procedure. Upon proper and timely request by the Company, Bank will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Banking Days of the Settlement Date for the Entry or File to be reversed; and (ii) comply with all of the Rules. In addition, if the Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Company Account an amount equal to that Entry or File. The Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

(b) No Liability; Reimbursement to the Bank. Under no circumstances shall Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. The Company shall reimburse Bank for any expenses, losses or damages it incurs in effecting or attempting to effect the Company's request for reversal of an Entry.

16. OBLIGATIONS OF THIRD-PARTY SENDER AS A THIRD-PARTY SENDER UNDER THE RULES. This Section 16 is applicable only if Company is a Third Party Sender. Except for any Entry initiated by Third-Party Sender as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Service Agreement, for each and every Entry transmitted by Third-Party Sender to Bank, Third-Party Sender represents and warrants to Bank and agrees that Third-Party Sender shall: (i) perform all of the duties, including, but not limited to, the duty to identify Originators; (ii) assume all of the responsibilities, including, but not limited to, the responsibilities of ODFIs and Originators; (iii) make all of the warranties, including, but not limited to, the warranties of ODFIs and the warranty that Originators have agreed to assume the responsibilities of Originators under the Rules; (iv) make all of the representations; (v) assume all of the liabilities, including, but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator; or a Third-Party Sender in accordance with the Rules; and (vi) conduct, or have conducted, an audit of its compliance with the Rules in accordance with Appendix Eight of the Rules.

Third Party Sender agrees and acknowledges that as of the execution of this Agreement, Bank does not maintain a separate contractual relationship with any of the Originators for which Third Party Sender intends to transmit Entries. Subject to Bank's right of approval, Third Party Sender may from time to time agree to process Entries for new Originators. The terms and conditions governing the relationship between the Third Party Sender and the Originator shall be governed by a separate agreement between Third Party Sender and the Originator. The agreement between the Third Party Sender and the Originator shall contain a provision wherein the Third Party Sender establishes an exposure limit for the Originator related to the dollar amount of entries that may be originated by the Originator across Multiple Settlement Dates. Bank reserves the right to terminate its agreement to process any Entries created for the benefit of any Originator unless and until such Originator enters into a separate contractual relationship with

Bank on terms satisfactory to Bank. In the event Bank enters into a separate contractual relationship with any Originator for which Sender had been transmitting Entries, Third Party Sender will at such time be deemed a Third Party Service Provider for the purposes of this Agreement and the Rules.

17. COMPANY AS RECEIVER. If Company is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Company by Bank, Company acknowledges and agrees that Company is obligated to Bank for the amount of the payment order and Bank is authorized to charge Company's account(s) for any amount paid to Company. If Bank credits Company's account for an Entry or other funds transfer naming Company as the Receiver, such credit Entry to Company's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the banking day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to the Company at an earlier time at Bank's option. Bank has no obligation to notify Company of receipt of a funds transfer naming Company as the Receiver even if payment for the funds transfer to Company is made by credit to Company's account or the payment order directs payment to an account. Demand by Company for payment of a payment order for which Bank is obligated to pay Company must be made in writing and delivered to Bank at the location designated in this Service Agreement Issuance of a check by Company on the account to which payment was made shall not constitute notice under this section.

18. ERROR DETECTION. Bank has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any “On-Us” credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Bank as result of the error or issuance of duplicate Entries.

19. PRENOTIFICATION. Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

20. NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE. Bank shall notify Company by e-mail, facsimile transmission, U.S. mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with the requirements of Section 5, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Service Agreement with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Bank.

Bank shall provide Company all information, as required by the Rules, with respect to each Notification of Change (“NOC”) Entry, Refused Notification of Change, or Corrected Notification of Change (“Corrected NOC”) Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

21. ACCOUNT RECONCILIATION. Company agrees to review the transactions (both debits and credits) daily on Bank’s Online Banking Service and Company agrees to notify the Bank promptly of any discrepancy between the Company’s records and the information shown on the Online Banking Service. If the Company fails to notify the Bank on the Business Day on which the transaction occurs; the Company agrees that the Bank shall not be liable for any other losses resulting from the Company’s failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Company fails to notify Bank within thirty (30) calendar days of receipt of such periodic statement, the Company shall be precluded from asserting any discrepancy against Bank.

22. PROVISIONAL SETTLEMENT. Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Company acknowledges that it has received notice of that Rule and or the fact that, if such 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 Entry.

23. COMPANY REPRESENTATIONS AND WARRANTIES; INDEMNITY. With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person or entity shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries set forth in Schedule D, (d) Company shall perform its obligations under this Service Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) Company shall ensure that any and all non-public personal information provided by Company to Bank shall be secure and will not be disclosed to any unauthorized person. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such 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 Entry. The Company shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Company contained in this Service Agreement; or (bb) any act or omission of the Company or any other person acting on the Company's behalf.

24. ADDITIONAL COMPANY WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Company hereby warrants to Bank that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Service Agreement. Company also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company hereby indemnifies and holds Bank harmless from any liability arising out of Company's breach of these warranties.

25. FINANCIAL INFORMATION AND AUDIT. Bank may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by Bank hereunder and/or adjustment of any limits set by this Service Agreement. Company agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Company authorizes Bank to investigate or reinvestigate at any time any information provided by Company in connection with this Service Agreement or the Service. Upon request by Bank, Company hereby authorizes Bank to enter Company's business premises for the purpose of ensuring that Company is in compliance with this Service Agreement and Company specifically authorizes Bank to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Bank to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by Bank, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Company. If Company refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Service Agreement or the Rules, or if Company refuses to give Bank access to Company's premises, Bank may terminate the Service and this Service Agreement according to the provisions hereof.

26. LIMITATION OF LIABILITY.

(a) IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS OF THE MASTER AGREEMENT, IN THE PERFORMANCE OF THE SERVICES REQUIRED BY THIS SERVICE AGREEMENT, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY COMPANY PURSUANT TO THIS SERVICE AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. BANK SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS SERVICE AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. BANK SHALL NOT BE RESPONSIBLE FOR COMPANY'S ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY ENTRY

RECEIVED FROM COMPANY) OR THOSE OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE BANK, ACH OPERATOR OR TRANSMISSION OR COMMUNICATIONS FACILITY, ANY RECEIVER OR RDFI (INCLUDING, WITHOUT LIMITATION, THE RETURN OF ANY ENTRY BY SUCH RECEIVER OR RDFI), AND NO SUCH PERSON SHALL BE DEEMED BANK'S AGENT. COMPANY AGREES TO INDEMNIFY BANK AGAINST ANY LOSS, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT BANK IS RESPONSIBLE FOR ANY ACT OR OMISSION OF COMPANY OR ANY OTHER PERSON DESCRIBED IN THIS SECTION 26(a).

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, AND IN ADDITION TO THE "FORCE MAJEURE" PROVISIONS OF THE MASTER AGREEMENT, BANK SHALL BE EXCUSED FROM FAILING TO TRANSMIT OR DELAY IN TRANSMITTING AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN 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 REASONABLE JUDGMENT OTHERWISE WOULD VIOLATE 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.

(c) SUBJECT TO THE FOREGOING LIMITATIONS, BANK'S LIABILITY FOR LOSS OF INTEREST RESULTING FROM ITS ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF NEW YORK FOR THE PERIOD INVOLVED. AT BANK'S OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT.

27. INCONSISTENCY OF NAME AND ACCOUNT NUMBER. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us 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 the Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances. Company is liable for and must settle with Bank for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

28. PAYMENT FOR SERVICES. The Company shall pay 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 Bank. Such charges do not include, and the Company 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 Account Agreement between Bank and the Company with respect to the Account.

28.1 FEE SCHEDULE FOR ACH ORIGINATION.

Online ACH Batch Initiation (per batch)	$10.00

Bank Use Only:

29. AMENDMENTS. Except as provided in Section 28, Bank may amend this Service Agreement from time to time upon written notice to the Company. 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 Bank is subject, then this Service Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Alternatively, Bank may terminate this Service Agreement if it deems such action necessary or appropriate under the circumstances. Bank shall have no liability to the Company as a result of any such violation, amendment or termination. Any practices or course of dealings between Bank and the Company, or any procedures or operational alterations used by them, shall not constitute a modification of this Service Agreement or the Rules, nor shall they be construed as an amendment to this Service Agreement or the Rules.

30. DATA RETENTION. The Company shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

31. RECORDS. All Entries, Security Procedures and related records used by Bank for transactions contemplated by this Service Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by Bank in making such information available to the Company shall be paid by the Company.

32. COOPERATION IN LOSS RECOVERY EFFORTS. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Service Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

33. TERMINATION. In addition to, and without limiting the generality of, the Termination provisions of the Master Agreement, Bank may terminate this Service Agreement immediately upon its determination that Company is in violation of this Service Agreement, the ACH Rules or applicable laws or if Company initiates any bankruptcy proceeding or is otherwise declared insolvent. Any termination of this Service Agreement shall not affect any of Bank's rights and Company's obligations with respect to Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Service Agreement. Company's obligation with respect to any Entry shall survive termination of this Service Agreement until any applicable statute of limitation has elapsed.

34. ENTIRE AGREEMENT. This Service Agreement (including the Schedules attached) together with the Account Agreement and the Master Agreement, is the complete and exclusive statement of the agreement between Bank and the Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank with respect to such subject matter. In the event of any inconsistency between the terms of this Service Agreement and the Account Agreement, the terms of this Service Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Service Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Service Agreement, then this Service Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to the Company as a result of such violation or amendment. No course of dealing between Bank and the Company will constitute a modification of this Service Agreement, the Rules, or the security procedures, or constitute an agreement between Bank and the Company regardless of whatever practices and procedures Bank and the Company may use.

35. PERSONAL GUARANTEE. In consideration of and as inducement to Bank to act as an Originating Depository Financial Institution and to accept the terms of the Service Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, each undersigned Guarantor (jointly and severally if more than one) does hereby unconditionally guarantee to Bank, its successors and assigns, including each and every holder or owner of the Agreement (each reference to Bank shall be construed to refer to each such holder or owner), the performance of all obligations of Company to Bank under the Agreement and the prompt payment when due of all sums due under the Agreement, and all renewals, modifications, and extensions thereof, all of which shall herein be referenced as the "Indebtedness." This guaranty shall continue in effect until such time that the Indebtedness has been fully paid, at which time it shall terminate.

This is a guarantee of payment, and not of collection. The Guarantor therefore agrees that Bank shall have the right to seek immediate recourse against Guarantor without having to first seek recourse against the Company. In such regard, Bank shall not be required to do any of the following, all of which are hereby unconditionally waived by Guarantor:

a) take any steps whatsoever to collect from the Company or to file any claim of any kind against the Company;
b) take any steps whatsoever to accept, perfect the Bank's interest in, foreclose or realize on collateral security, if any, for the payment of the Indebtedness, or any part guarantee of the Indebtedness; or
c) in any other respect exercise any diligence whatever in collecting or attempting to collect any of the Indebtedness by any means.

The liability of Guarantor for payment of the Indebtedness shall be absolute and unconditional, and joint and several, and nothing whatever except actual full payment to the Bank of all of the Indebtedness to the extent guaranteed hereunder shall operate to discharge Guarantor's liability hereunder. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law, would otherwise operate to impair or diminish the liability of Guarantor. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall diminish or impair the liability of Guarantor in any respect (all of which may be done without notice to Guarantor of any kind):

a) any renewal, extension, modification, indulgence, compromise, settlement, or variation of the terms of any of the Indebtedness;
b) the voluntary or involuntary discharge or release of any of the Indebtedness, or of any other person liable therefore, by reason of bankruptcy or insolvency laws or otherwise;
c) the acceptance or release, with or without substitution, by the Bank of any collateral security or other guaranty or any settlement, compromise, or extension with respect to any collateral security or other guaranty;
d) the application or allocation by the Bank of payments, collections, or credits on any portion of the Indebtedness, regardless of what portion of the Indebtedness remains unpaid; or
e) the making of a demand, or absence of demand, for payment of the Indebtedness or giving, or failing to give, any notice of dishonor or protest or any other notice.

Guarantor unconditionally waives:

(a) any subrogation to the rights of the Bank against The Company, until all of the Indebtedness has been satisfied in full;
(b) any acceptance of this guaranty; and
(c) any set-offs or counterclaims against the Bank which would otherwise impair the Bank's rights against the Guarantor hereunder.

This guaranty shall inure to the benefit of the Bank, his successors and assigns, including each and every holder or owner of any of the Indebtedness guaranteed hereby and this guaranty shall be deemed a separate contract with each such holder and owner. Guarantor consents to personal jurisdiction in any court in which enforcement of this guaranty may be sought. No invalidity, irregularity, or unenforceability of all or any part of the Indebtedness hereby guaranteed or of any security therefore shall affect, impair or be a defense to this guaranty, and this guaranty is a primary obligation of Guarantor. No amendment, modification, or waiver shall be deemed to be made by the Bank unless in writing signed by the Bank. No waiver by the Bank shall be construed or deemed to be a waiver of any other provision or condition of this guaranty or a waiver of a subsequent breach of the same provision or condition. This guaranty, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the state of Colorado. Guarantor waives trial by jury.

GUARANTOR:

By: _____ Name: Date:
(Signature)

By: _____ Name: Date:
(Signature)

By: _____ Name: Date:
(Signature)

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

ALPINE BANK

By: _____
(Signature)

Name:

Title:

Date:

COMPANY

By: _____
(Signature)

Name:

Title:

Date:

PROCESSING SCHEDULE
SCHEDULE A
TO ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL

Delivery of ACH Files:

- Internet transmissions
  The Company will electronically transmit files to the Bank through its Online Banking service, Alpine Online Cash Management.

- Format and content of entries
  All files must be submitted in NACHA format or other preapproved format specified on Schedule D (Company Information Sheet). The Company should refer to the NACHA Rulebook for specific NACHA formatting details.

- Timing of delivery
  Processing Deadline for:

  Credit Entries
  Transmission of a File – until 3:00 p.m. Mountain Time (Standard or Daylight) two (2) business days prior to Effective Date*

  Debit Entries
  Transmission of a File – until 3:00 p.m. Mountain Time (Standard or Daylight) one (1) business day prior to Effective Date*

  *"Effective Date" must be a Business Day or the file will be effective the following business day.

Holiday Calendar

The Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. The Bank will not process files on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated on these days.

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

DESIGNATION OF AUTHORIZED COMPANY AGENT (AGENT PROFILE)
SCHEDULE B
TO ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL

By signing below, you acknowledge and agree that the persons designated by you on current agreements and documentation with authority to transmit and/or verify ACH Origination instructions (Authorized Customer Agents) shall continue to have such authority to transmit and/or verify ACH Origination instructions and you hereby confirm the authority of such persons to transmit and/or verify ACH Origination instructions in accordance with the terms of the ACH Origination/Third Party Sender 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.

COMPANY

By: _____
(Signature)

Name: Title: Date:

SECURITY PROCEDURES
SCHEDULE C
TO ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL

Company has executed the ACH Origination Agreement and also agrees to the terms of Online Banking Master Agreement. Terms not otherwise defined in this document have the meaning ascribed to those terms in the ACH Origination Agreement. Alpine 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 Customer's Authorized Agent, and any such communication shall be deemed to have been signed by such person. In addition to the Security Procedures for authentication to gain access to the Online Banking Service, Company understands and agrees that the authenticity of any ACH File or Entry transmitted via 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 Agents be involved in the initiation and release of any ACH batch origination. Dual Control is required for Company ACH origination limits equal to or greater than $75,000. Dual Control requires that two Agents login to initiate an ACH batch – one Agent to create the ACH batch 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 Companies with limits less than $75,000 and use of this Security Procedure can be established on Schedule B.
3. **Dedicated Computer.** Company hereby agrees to initiate and approve all ACH batches using a computer in the Company'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.** Company is responsible for reviewing the Online Banking Service each Banking Day and notifying Bank of any suspect ACH transactions. If Company believes any approved ACH batch received by Bank to be erroneous, Company must notify Bank immediately. If Bank is timely notified, Bank will make every effort to delete the suspect batch.
5. **Time Restrictions**. Time Restrictions are recommended for each Authorized Company Agent. The Time Restriction function will restrict Agent logins by the time of day (Company 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 Company 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. **Malware Protection Software.** It is recommended that Company download IBM® Trusteer Rapport as an additional safeguard against financial malware and phishing.
8. **ACH Alert.** Company must enroll in the alert service offered by Bank to receive alerts ("Alert") from Bank. Upon receipt and processing of an ACH batch from Company, Bank will send an Alert to Company advising Company of the transaction. Company should verify the transaction information immediately upon receipt of the Alert and notify Bank of any discrepancies or if Company did not initiate the ACH batch.
9. **Additional Verification**. At Bank's sole discretion, Bank may require Company to provide Bank with other information required by Bank to authenticate the identity of the Company or the authenticity of any ACH batch.

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

COMPANY SELECTED SECURITY PROCEDURE
This election, if the Rejection box is checked by Company, constitutes a part of the terms and conditions of the ACH Origination Service Agreement in effect between Company and Bank. Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the ACH Origination Service Agreement. Company acknowledges that Bank has offered to Company Security Procedures to verify the authenticity of ACH batches, which Procedures Company agrees are reasonable in the context of Company's operation, requirements and internal procedures. Company acknowledges that Bank has offered this Service and Company has elected to send ACH batches to Bank using Company's selected Security Procedure. Company acknowledges and understands that selecting Security Procedures other than Security Procedures 1 through 9 listed above may substantially increase the risk of loss to Company. COMPANY HEREBY REJECTS AND REFUSES THE SECURITY PROCEDURES OFFERED BY BANK FOR ACH BATCHES TRANSMITTED THROUGH ALPINE ONLINE CASH MANAGEMENT. By rejecting any of the Security Procedures listed above, Company is refusing Bank's Security Procedure and requests bank to follow Company's selected Security Procedure. Company may not reject the Security Procedures required to gain access to the Online Banking Service, Security Procedures **No. 1. Secured Token**, **No. 9. Additional Verification.** COMPANY HEREBY AGREES TO BE BOUND BY ANY ACH BATCH, WHETHER OR NOT AUTHORIZED, ISSUED IN COMPANY'S NAME AND ACCEPTED BY BANK IN COMPLIANCE WITH COMPANY'S SELECTED SECURITY PROCEDURES.

By checking the box(s) below, Company 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	7.	Malware Protection Software
☐ REJECTED	8.	ACH Alert

COMPANY

By: _____
(Signature)

Name: Title: Date:

RESOLUTION
FOR ELECTRONIC BANKING SERVICE AGREEMENTS

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

Type of Organization:

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Sole Proprietorship
- ☑ Public Funds

Governing Body:

- ☐ Board of Directors
- ☐ Members and/or Managers
- ☐ Partners
- ☐ Owner
- ☑ Treasurer

formed under the laws of COLORADO.
(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)