

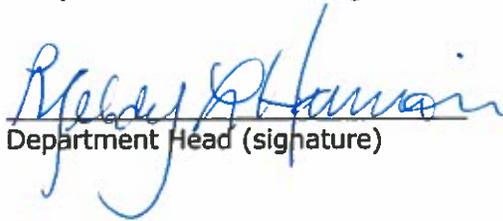
Memo

To: Town Council
From: Melody Harrison
Date: October 20, 2015
Re: Resolutions TC-2015-17 and 18 regarding Grant Applications

Mayor and Councilors,

Resolution TC-2015-17 – Supporting a GoCo Mini-Grant application for Pedestrian Bridge Lighting, and Resolution TC-2015-18, Supporting a GoCo Grant Application for the Sports Park do not have total award figures in them. These grants are still being written. The final budgets for these two projects will be determined within the next week, and the grant applications are due before the council meets again on November 3, 2015.

Staff requests that the council approve the two resolutions, providing authority for the staff to complete the total award figures once they are available.


Department Head (signature)

Town Administrator (signature)

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2015-17**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING
THE APPLICATION FOR A GRANT FROM THE GREAT OUTDOORS COLORADO AND
THE COMPLETION OF THE PEDESTRIAN BRIDGE LIGHTING**

WHEREAS, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by Great Outdoors Colorado (“GOCO”); and

WHEREAS, the Town of New Castle has submitted a Grant Application for the Pedestrian Bridge Lighting requesting a total award of \$; and

WHEREAS, the Town of New Castle supports the completion of the Pedestrian Bridge Lighting if a grant is awarded by the GOCO.

NOW, THEREFORE, BE IT RESOLVED BY THE Town of New Castle **THAT:**

Section 1: The Town of New Castle strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2: If the grant is awarded, the Town of New Castle strongly supports the completion of the project.

Section 3: The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.

Section 4: The project site will be under the control of the Town of New Castle for the next 25 years.

Section 5: The Town of New Castle will continue to maintain the Pedestrian Bridge and Lighting in a high quality condition and will appropriate funds for maintenance in its annual budget.

Section 6: If the grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on October 20, 2015.

TOWN OF NEW CASTLE

ATTEST:

Mayor Bob Gordon

Town Clerk Melody L Harrison, CMC

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2015-18**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING
THE APPLICATION FOR A GRANT FROM THE GREAT OUTDOORS COLORADO AND
THE COMPLETION OF COMMUNITY SPORTS PARK PROJECT**

WHEREAS, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by Great Outdoors Colorado ("GOCO"); and

WHEREAS, the Town of New Castle has submitted a Grant Application for the Community Sports Park requesting a total award of \$; and

WHEREAS, the Town of New Castle supports the completion of the Community Sports Park Project if a grant is awarded by the GOCO.

NOW, THEREFORE, BE IT RESOLVED BY THE Town of New Castle **THAT:**

- Section 1: The Town of New Castle strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
- Section 2: If the grant is awarded, the Town of New Castle strongly supports the completion of the project.
- Section 3: The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: The project site will be under the control of the Town of New Castle for the next 25 years.
- Section 5: The Town of New Castle will continue to maintain the Community Sports Park in a high quality condition and will appropriate funds for maintenance in its annual budget.
- Section 6: If the grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on October 20, 2015.

TOWN OF NEW CASTLE

ATTEST:

Mayor Bob Gordon

Town Clerk Melody L Harrison, CMC

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC-2015-19**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING
THE APPLICATION FOR A GRANT FROM THE COLORADO PARKS AND
WILDLIFE DIVISION STATE TRAILS PROGRAM FOR TRAILS PLANNING**

WHEREAS, the Town of New Castle is a municipal political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Colorado Parks and Wildlife Division State Trails Program for Trails Planning; and

WHEREAS, the Town of New Castle has submitted a Grant Application for trails planning, requesting a total award of \$45,000; and

WHEREAS, outdoor recreation is a fundamental component of Colorado's economy and quality of life, and to many Coloradans, outdoor recreation is more than just an activity, but is a lifestyle, and 90 percent of Coloradans participate in some form of outdoor recreation activity every year; and

WHEREAS, the Town of New Castle actively supports outdoor activity, healthy recreation facilities for our residents, a vital and well connected trails network, and the economic benefits to our businesses and residents which regional connectivity brings; and

WHEREAS, the Town of New Castle strongly supports regional collaboration and cooperative planning among local and regional entities,

NOW, THEREFORE, BE IT RESOLVED BY THE Town of New Castle **THAT:**

1. The above recitals are hereby incorporated as findings by the Town of New Castle.
2. The Town of New Castle strongly supports the CPW trails planning Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the completion of the trails planning project, and ultimately the design engineering, and construction of the trail in the Colorado River corridor between Glenwood Springs and New Castle.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with Parks and Wildlife Division (State Trails Program).
5. The project properties will be owned or controlled by the Town of New Castle or its successor regional governmental subdivision for at least 25 years. The Town of New Castle or its successor regional governmental subdivision will continue to maintain the properties in a high quality condition.

6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the Colorado Parks and Wildlife Division.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on October 20, 2015.

TOWN OF NEW CASTLE

ATTEST:

Mayor Bob Gordon

Town Clerk Melody L Harrison, CMC

**TOWN OF NEW CASTLE
RESOLUTION NO. TC-2015-20**

RESOLVED, that the Town of New Castle hereby authorizes the opening of an account at Alpine Bank.

The following individuals are permitted to transact business on this account; including authorization of credit cards to be issued, canceling credit cards, establishing credit card limits and requesting credit limit increases.

_____	<u>Finance Director/Treasurer</u>	<u>Lyle L. Layton</u>
(Signature)	(Title)	(Name)

_____	<u>Town Administrator</u>	<u>Thomas M. Baker</u>
(Signature)	(Title)	(Name)

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on October 20, 2015.

TOWN OF NEW CASTLE

Mayor Bob Gordon

ATTEST:

Town Clerk Melody L. Harrison, CMC

84-6000700
(Tax ID Number)

Agreement to Accept Liability

I, Tom Baker, Town Administrator of the Town of New Castle, certify that the Town of New Castle is willing to accept the liability of \$38,500.00 aggregate credit limit for the credit cards listed below:

Cardholder Name	Credit Limit	Date of Birth
Timothy L Cain	1,000.00	
Deborah M. Nichols	1,000.00	
Brian Dominguez	1,000.00	
Robert Gordon	1,500.00	
David Gray	2,500.00	
Lyle L Layton	2,500.00	
Tony Pagni	2,500.00	
Kimberly A Rider	2,000.00	
Travis Westcott	1,000.00	
Mindy L Andis	1,000.00	
Gerald R Grunski	1,000.00	
Michael H Callas	2,000.00	
Thomas M. Baker	2,500.00	
Daniel R. Becker	1,000.00	
John J Wenzel	2,500.00	
Justin Reynolds	1,000.00	
Rafael Velasquez	1,000.00	
Gregory Jacob	1,000.00	
Charles Burrows II	1,000.00	
Matthew Polen	1,000.00	
Hannah M. Bihr	1,000.00	
Melody L Harrison	2,500.00	
Al Walker	1,000.00	
Larry D. McDonald	1,000.00	
Ryan Muse	1,000.00	
Debra Guccini	1,000.00	
Justin Robb	1,000.00	

Date

Tom Baker, Town Administrator

Memo

To: Mayor and Town Council

From: Lyle L Layton 

Date: October 20, 2015

Re: Financial Agreements

Staff is presenting the following three financial agreements for Council's consideration:

1. Alpine Bank ACH Origination Agreement - Renewal Request.

The three Town employees listed in this agreement use Alpine Bank's electronic banking services for processing payroll direct deposits, monitoring and reconciling bank accounts, transferring funds between accounts, and processing wire transfers for loan payments. These services are a very efficient method of accomplishing these tasks.

2. Alpine Bank Funds (Wire) Transfer Authorization Agreement - Renewal Request

This request authorizes the above process of making wire transfers for loan payments which is the preferred method of payment for some of the Town's loan agreements.

3. Alpine Bank Business Purchasing One Credit Card Application

This application is for credit cards for the Town's Mayor and full time employees. The current provider of credit cards, Credit Union of Colorado, has the Town's account frozen, therefore making adjustments to card limits and getting replacement cards during employee turnover impossible. The cards from the Credit Union will be terminated before the cards from Alpine Bank are issued.

Thank you

TOWN OF NEW CASTLE, COLORADO

CARDHOLDER INFORMATION

<u>NAME OF CARDHOLDER</u>	<u>CREDIT LIMIT</u>	<u>CELL PHONE</u>
Timothy L Cain	1000.00	
Deborah M Nichols	1000.00	
Brian Dominguez	1000.00	
Robert Gordon	1500.00	
David Gray	2500.00	
Lyle L Layton	2500.00	
Tony Pagni	2500.00	
Kimberly A Rider	2000.00	
Travis Westcott	1000.00	
Mindy L Andis	1000.00	
Gerald R Grunski	1000.00	
Michael H Callas	2000.00	
Thomas M Baker	2500.00	
Daniel R Becker	1000.00	
John J Wenzel	2500.00	
Justin Reynolds	1000.00	
Rafael Velasquez	1000.00	
Gregory Jacob	1000.00	
Charles Burrows II	1000.00	
Matthew Polen	1000.00	
Hannah M Bihr	1000.00	
Melody L Harrison	2500.00	
Al Walker	1000.00	
Larry D McDonald	1000.00	
Ryan Muse	1000.00	
Debra Guccini	1000.00	
Justin Robb	1000.00	

September 14, 2015

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Town Of New Castle
PO Box 90
New Castle, CO 81647-0090

RE: Alpine Bank ACH Origination Agreement – Renewal Request

Dear Town Of New Castle,

When you enrolled in Alpine Bank's ACH Origination Service, you signed our ACH Origination Service Agreement, which governs your use of this Service. We have recently revised the *Alpine Bank ACH Origination Agreement* to better define the service, responsibilities and liabilities of both parties, and the security and regulatory requirements.

To continue utilizing this service, please read, complete and sign the enclosed new *Alpine Bank ACH Origination/Third Party Sender Service Agreement (Service Agreement)* by October 15, 2015.

Please follow the instructions below to help you through the process.

1. Read, complete, and sign the ALPINE BANK RESOLUTION FOR ELECTRONIC BANKING SERVICE AGREEMENTS (two pages). The resolution tells us who within your organization is authorized to bind into an agreement for services with us.
2. Read, complete, and sign the revised ALPINE BANK ACH ORIGINATION/THIRD PARTY SENDER SERVICE AGREEMENT - RENEWAL (pages 1-9). This part of the Agreement outlines the terms and conditions of the service. If you have a Personal Guarantee on your existing Service Agreement, please have those individuals sign this revised Service Agreement as well.
3. Read, complete, and sign the revised DESIGNATION OF AUTHORIZED CUSTOMER AGENTS (AGENT PROFILE) – SCHEDULE B TO ACH ORIGINATION SERVICE AGREEMENT - RENEWAL (page 11). Your current configuration, ACH Entry limits and authorized agents will remain in effect.
4. Read, complete, and sign the revised SECURITY PROCEDURES – SCHEDULE C TO ACH ORIGINATION SERVICE AGREEMENT (pages 12-13).

To make it easy to renew the Service Agreement, your current configuration, ACH entry limits and authorized agents will remain in effect.

Once you have completed and signed the revised Service Agreement, please mail it to:

Alpine Bank
Attention: Cash Management Department
225 N 5th St. Ste. 1000
Grand Junction, CO 81501

If you need to make changes to your current configuration or have any questions, please contact your local eBanking Specialist or our Cash Management Department at 800-551-6098.

Thank you for being our customer; we appreciate your business!

Sincerely,

Cash Management Department
Alpine Bank

**RESOLUTION
FOR ELECTRONIC BANKING SERVICE AGREEMENTS**

I, Tom Baker, Town Administrator (Title) of Town of New Castle, (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 _____
(State)

At a meeting of the Governing Body of Company held at its office in the city of New Castle, Co. 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: Thomas M. Baker

Title: Town Administrator

Signature: Thomas M Baker

Name: Debra J Guccini

Title: accounting clerk

Signature: Debra Guccini

Name: Lyle L. Layton

Title: Finance Director/Treasurer

Signature: Lyle L Layton

Name: _____

Title: _____

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 12th day of October, 2015.

Company

By: Thomas M. Baker

(Signature)

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

This ACH Origination/Third Party Sender Service Agreement ("Service Agreement") is made this the 12th day of October between: Alpine Bank ("Bank", "we," "our," "ours") and Town of New Castle (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
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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

COMPANY

By: _____
 (Signature)

Name:

Title:

Date:

By: Thomas M. Becker
 (Signature)

Name: Thomas M. Becker

Title: Town Administrator

Date: 10.12.15

**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 ORIGATION/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: Thomas M. Baeker
(Signature)

Name: Thomas M. Baeker Title: Town Administrator Date: 10.12.15

**SECURITY PROCEDURES
SCHEDULE C
TO ACH ORIGATION/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:

<u>SECURITY PROCEDURE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<input type="checkbox"/> REJECTED	2.	Dual Control
<input type="checkbox"/> REJECTED	3.	Dedicated Computer
<input type="checkbox"/> REJECTED	4.	Payment Activity Review
<input type="checkbox"/> REJECTED	5.	Time Restrictions
<input type="checkbox"/> REJECTED	6.	I.P. Address Restrictions
<input type="checkbox"/> REJECTED	7.	Malware Protection Software
<input type="checkbox"/> REJECTED	8.	ACH Alert

COMPANY

By: 
(Signature)

Name: Thomas M. Baker Title: Town Administrator

Date: 10.12.15

September 13, 2015

*****3-DIGIT 816 S2 P5
Town Of New Castle
PO Box 90
New Castle, CO 81647-0090

RE: Alpine Bank Funds (Wire) Transfer Authorization Agreement – Renewal Request

Dear Town Of New Castle,

When you enrolled in Alpine Bank's Wire Transfer Service, you signed our Wire Transfer Service Agreement, which governs your use of this Service. We have recently revised the *Alpine Bank Funds (Wire) Transfer Authorization Agreement* to better define the service, responsibilities and liabilities of both parties, and the security and regulatory requirements.

To continue utilizing this service, please read, complete and sign the enclosed new *Alpine Bank Wire Transfer Service Agreement* (Service Agreement) by October 15, 2015.

Please follow the instructions below to help you through the process.

1. 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 the 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, or limited liability partnership, one of the general partners or members must sign the Agreement.
2. Read, complete, and sign the revised ALPINE BANK WIRE TRANSFER SERVICE AGREEMENT - RENEWAL (pages 1-8). This part of the Agreement outlines the terms and conditions of the service.
3. Read, complete, and sign the revised DESIGNATION OF AUTHORIZED CUSTOMER AGENTS (AGENT PROFILE) - SCHEDULE B TO WIRE TRANSFER SERVICE AGREEMENT - RENEWAL (page 9). Your current configuration, wire transfer limits and authorized agents will remain in effect.
4. Read, complete, and sign the revised SECURITY PROCEDURES - SCHEDULE C TO WIRE TRANSFER SERVICE AGREEMENT (pages 10-12). If you use our online wire transfer service, please complete and sign both sections, C.I. and C.II. For customers that phone, fax, email, or visit our branch location to send wire transfers, please sign section C.II only.

To make it easy to renew the Service Agreement, your current configuration, wire transfer limits and authorized agents will remain in effect.

Once you have completed and signed the revised Service Agreement, please mail it to:

Alpine Bank
Attention: Cash Management Department
225 N 5th St. Ste. 1000, Grand Junction, CO 81501

If you need to make changes to your current configuration or have any questions, please contact your local eBanking Specialist or our Cash Management Department at 800-551-6098.

Thank you for being our customer; we appreciate your business!

Sincerely,

Cash Management Department
Alpine Bank

**ALPINE BANK
WIRE TRANSFER SERVICE AGREEMENT - RENEWAL**

By signing the Wire Transfer Service Agreement ("Service Agreement") Town of New Castle ("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, Administrator(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

indemnify and hold the Bank harmless for any loss or liability owed to such originator to the extent that such 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 not 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

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.

CUSTOMER

By: Thomas M Baker
(Signature)

Name: Thomas M Baker

Title: Town Administrator

Date: 10.12.15

**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: Thomas M Baker
(Signature)

Name: Thomas M. Baker Title: Troop Administrator Date: 10.12.15

**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:

<u>SECURITY PROCEDURE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<input type="checkbox"/> REJECTED	2.	Dual Control
<input type="checkbox"/> REJECTED	3.	Dedicated Computer
<input type="checkbox"/> REJECTED	4.	Payment Activity Review
<input type="checkbox"/> REJECTED	5.	Time Restrictions
<input type="checkbox"/> REJECTED	6.	I.P. Address Restrictions
<input type="checkbox"/> REJECTED	9.	Malware Protection Software
<input type="checkbox"/> REJECTED	10.	Wire Alert

CUSTOMER

By: Thomas M. Baker
(Signature)

Name: Thomas M. Baker

Title: Towa Administrator

Date: 10.12.15

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: Thomas M Baker
(Signature)

Name: THOMAS M. Baker Title: Town Administrator Date: 10.12.15

Alpine Bank Business Purchasing One Credit Card Application (Please Print)

COMPANY INFORMATION

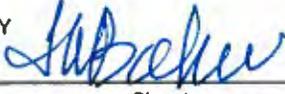
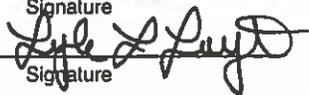
Company Name Town of New Castle Tax ID # 84-6000700
 Type of Organization (Check one) Proprietorship Corporation Partnership Non-Profit Other Government
 Business Industry Government
 Years in business _____ Gross annual revenues \$ _____
 Current address 450 W. Main St. City New Castle State Co Zip 81647
 Mailing address PO Box 90 City New Castle State Co Zip 81647
(if different from above)
 Business phone 970-984-2311 Cell Phone _____ Fax 970-984-2716

- Please attach the following required information:**
- Copy of current (less than 6 months old) balance sheet and income statement for the business
 - Copy of current (less than 12 months old) personal financial statement(s) for principals of business
 - Last two years' business tax returns

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

I/We certify that all information herein is true and complete. I/We agree that inquiries may be made to verify information and that credit references or verification may be given based on inquiries from other parties. This offer is subject to the credit policies of this institution. The Company has taken the action necessary to duly authorize and approve this Business Credit Card Application and Agreement and I/we have been authorized to sign on behalf of the Company. I/We and the Company agree to be bound by the terms hereof and conditions of the cardholder agreement, a copy of which will be mailed to the Company if this application is granted. The receipt of such agreement and acceptance of its terms shall be conclusively presumed by the Company's use of the credit card. The Company and each undersigned guarantor shall be jointly and severally liable for any and all credit extended from time to time. Alpine Bank may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

AUTHORIZED REPRESENTATIVE OF THE COMPANY

<u>Thomas M. Baker, Administrator</u> <small>Name and Title</small>	 <small>Signature</small>	<u>10.12.15</u> <small>Date</small>
<u>Lyle L. Layton, Finance Director</u> <small>Name and Title</small>	 <small>Signature</small>	<u>10/12/2015</u> <small>Date</small>
_____ <small>Name and Title</small>	_____ <small>Signature</small>	_____ <small>Date</small>

INDIVIDUALLY GUARANTEED BY:

_____ <small>Name and Title</small>	_____ <small>Signature</small>	_____ <small>Date</small>
_____ <small>Name and Title</small>	_____ <small>Signature</small>	_____ <small>Date</small>

CARDHOLDER INFORMATION

NAME OF CARDHOLDER <small>(Attach additional sheets for additional cardholders)</small>	CREDIT LIMIT	CELL PHONE
<u>See Attached</u>		

TOTAL COMPANY CREDIT LIMIT REQUESTED \$ 38,500

FOR BANK USE ONLY

NEW ACCOUNT CHANGE TO EXISTING ACCOUNT CREDIT LIMIT \$ _____ OFFICER _____ LOCATION # _____

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
	98-03454-0000	24 031	N 120180

450 W MAIN

NEW CASTLE CO

CITY OF NEW CASTLE
NEW CASTLE CITY OF
PO BX 90
NEW CASTLE CO 81647



Executive Director
Department of Revenue

NEW AUTOMATED SERVICES FOR AND ABOUT BUSINESSES

The Colorado Department of Revenue Sales Tax Information System provides the following automated services:

- * Colorado Sales Tax Rates – find specific city, county and special district rates.
- * Verification of Sales Tax License Exemption Numbers – determine whether a Colorado sales tax license or exemption certificate is valid.
- * Tax Rates by Account Number – find sales tax rates and locations for specific sales tax accounts.

These services make it possible for taxpayers to help themselves to information 24 hours a day – without requiring the assistance of a customer service representative. In this way, more complicated or confidential tax information inquiries can be reserved for speaking to a live agent.

Listen and look for these services on the department's business tax information phone line at 303-238-FAST (3278) for specific account information, 303-238-SERV (7378) for general information or the DOR Web site at www.taxcolorado.com

Web users can try the new system online at www.taxview.state.co.us We are interested in your comments about the system. You can send us an e-mail with your comments through our Department of Revenue Web site.

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	96.25

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name DILLON COMPANIES, INC		DBA CITY MARKET #41		
Liquor License # 01107790153	License Type 3.2% BEER OFF PREMISES (CITY)	Sales Tax License # 01107790153	Expiration Date 10/29/2015	Due Date 09/14/2015
Street Address 850 CASTLE VALLEY BLVD NEW CASTLE, CO 81647				Phone Number 970-984-9715
Mailing Address P.O. BOX 305103 NASHVILLE, TN 37230-5103				
Operating Manager KIMBERLY RENTERIA	Date of Birth 10/18/1974	Home Address 629 COUNTY ROAD 303 PARACHUTE, CO 81635		Phone Number 970-319-0377
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>6. SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS: Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

AFFIRMATION & CONSENT
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business RUSS DISPENSE	Title VICE PRESIDENT
Signature 	Date 8-11-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

Attachment to DR8400 King Soopers or City Market 3.2% beer license renewal

Question 4

Several King Soopers/City Market store licenses were suspended in separate, isolated incidents for a short period when a clerk sold beer to a minor, after which precautions were taken so that it would not occur again.

STORE #	VIOLATION DATE	RESOLUTION DATE	VIOLATION
KS 32	1/26/2013	3/18/2013	SALE TO MINOR
CM 35	7/25/2013	10/29/2013	SALE TO MINOR
KS 13	9/28/2013	1/6/2014	SALE TO MINOR
KS 50	12/7/2013	2/19/2014	SALE TO MINOR
KS 82	12/13/2013	3/26/2014	SALE TO MINOR
KS 88	2/24/2014	4/18/2014	SALE TO MINOR
KS 28	2/28/2014	8/20/2014	SALE TO MINOR
KS 24	3/20/2014	5/21/2014	SALE TO MINOR
CM 08	5/15/2014	6/26/2014	SALE TO MINOR
CM 41	5/21/2014	6/26/2014	SALE TO MINOR
CM 22	7/12/2014	8/4/2014	SALE TO MINOR
KS 24	9/27/2014	5/20/2015	SALE TO MINOR
KS 14	12/16/2014	02/29/15	SALE TO MINOR
KS 122	1/10/2015	2/24/2015	SALE TO MINOR
KS 33	2/13/2015	4/15/2015	SALE TO MINOR
KS 61	2/13/2015	4/15/2015	SALE TO MINOR

Attachment to DR 8400 for King Soopers or City Market 3.2% beer license renewal.

Question 5.

Dillon Companies, Inc. a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market, Mini Mart, Inc. & Loaf 'N Jug
