

**LEGACY BANK
CASH MANAGEMENT AGREEMENT**

This Agreement sets forth the terms of the cash management services (“Services”) that “Legacy Bank” (“us” and “Bank”) makes available to its customers (“you”). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

1. Services. We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

2. Equipment. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

3. Accounts. Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You may appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

4. Fees. You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may send a bill to you for the fees (which must be paid within 10 days of the invoice or statement date) or charge them directly to your accounts with us. If you fail to pay any amount owing to us under this

Agreement, it will bear interest at the rate of 12% per year until paid. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

5. Access to Account Data. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

6. Information Processing and Reporting. We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. Information You Provide to Us. You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

b. Your Instructions. You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. Your Review. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

7. Reliance on Third Parties. Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

8. User Guides and Security Procedures. We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

9. Wire Transfer Service. If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions. **See Addendum B.**

10. Automated Clearing House ("ACH") Service. If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You can obtain a copy of the Rules by contacting NACHA. **See Addendum C.**

You may initiate ACH debit entries only with the prior written authorization of the persons whose accounts are affected by such entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You will not submit ACH debit entries to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check entries are permitted under the Rules.

You agree to maintain sufficient collected and available funds in your account for a period of two business days prior to the settlement date to cover the amount of your transfers, as well as returned or reversed debit entries, adjustments, and other amounts owed to us under this Service. We may refuse an entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction (up to two business days before an ACH settlement date) or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date

the transaction was to be effected. We are not required to pay you interest on a rejected entry for the period from refusal of the entry to your receipt of the notice of refusal. If an entry is returned by the ACH, we may submit the entry back to you, adjust your account, and await further instructions. We may remake such entry, however, if the return is due to our error and we have sufficient data to remake the entry. You agree to retain and provide us with the necessary information to make such entries until midnight of the third business day following the settlement date.

Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

11. Book Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

12. Online Bill Payment Service. This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

a. Bill Payments. You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.

b. Eligible Payees. We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

c. Initiating Payments. To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee's address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

d. Automatic Recurring Payments. You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

e. Charging Your Account. When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.

f. Scheduling Bill Payments. Our online system will ask you to specify a "Process Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Process Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the Process Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments

be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Process Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Process Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

g. Canceling Bill Payments. If you make a mistake or decide to cancel a payment sending us a cancellation request prior to our then-current cutoff hour for such requests.

13. Amending/Canceling a Transaction. Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

14. Our Rejection of Transactions. We may refuse any transfer or payment instruction without cause or prior notice.

15. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

16. Unauthorized Transactions. We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

17. Transaction Limits and Safeguards. You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

18. Electronic Mail/Internet. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of,

your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

19. Cutoff Hours. A number of our Services are subject to processing cutoff hours (Mountain Standard Time): 2:00 p.m. for domestic wire transfer orders; 2:00 p.m. for international wire transfers; 3:00 p.m. for ACH transaction entries. Instructions received after the cutoff hour or on a nonbusiness day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

20. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

21. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

22. Arbitration. At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to arbitration in accordance with the terms of your deposit

agreement with us.

23. Statements and Notices. Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Legacy Bank, P O Box 400, Wiley, CO 81092.

24. Your Records. This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

25. Termination. You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

26. Miscellaneous Terms.

a. Agents. You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. Amendments. We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of the Services.

c. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state where we maintain your account, without reference to that state's conflict of law provisions. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

e. Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

f. Financial Review. You agree to provide us with a financial statement or information on your financial condition upon our request.

g. Monitoring of Communications. You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

h. No Assignment. We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

i. No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

j. No Third Party Use. Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

k. Overdrafts. When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

l. Security Interest. You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

m. Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

n. Waivers. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

o. Effective Date. This Agreement shall become effective as of _____, 20____.

Customer Name: _____

Signature

Title

Date

Signature

Title

Date

Legacy Bank

By: _____

Title: _____

Addendum A

Processing Deadlines

Deadline for Submitting Credit Files to Financial Institution

Credit files must be received by Financial Institution no later than 3:00 pm Mountain Time one (1) business day prior to effective date.

Deadline for Submitting Debit Files to Financial Institution

Debit files must be received by Financial Institution no later than 3:00 pm Mountain Time one (1) business day prior to effective date.

“Business Day” is a day Financial Institution is open to the public for carrying on substantially all of its business (other than Saturday, Sunday or Federal Reserve Holiday).

“Effective Date” must be a Business Day or the record will be processed on the first Business Day following the effective date.

Addendum B Wire Transfer Service

This Addendum sets forth additional terms and conditions with respect to requesting a Wire Transfer via the Business Online Banking System. The definitions, terms and conditions of the Business Online Banking Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Business Online Banking Agreement.

Description of Wire Transfer Service.

The Wire Transfer Service allows the COMPANY to use the System to request the transfer of funds from the COMPANY'S Eligible Account(s) by means of the Federal Reserve Communication System, or a similar network used for the transfer of funds between financial institutions or businesses ("Wire Transfers"). Wire Transfer requests communicated via the System will be reviewed and considered for processing if submitted before the posted cutoff time. Maximum per wire and daily limits on Wire Transfers are established at enrollment and may not be exceeded without prior written authorization from the BANK. Upon receipt of your Wire Transfer request, we may choose not to process the request if your account does not contain sufficient funds to cover the transaction. You may be notified via telephone, regular Internet e-mail or other means if a Wire Transfer request is denied. Wire Transfers input after the current day's posted cutoff time will remain on the System and will be processed on the following business day. Wire transfer requests must be dated for a Business Day. Wires Transfers cannot be dated for holidays, weekends or other non-processing days. An Authorized Contact identified in Addendum A of the Agreement may request changes in Wire Transfer limits, request the investigation of a Wire Transfer, request that we don't process a Wire Transfer, or request a reversal for a Wire Transfer request that has been submitted.

Maximum Limits on Wire Transfers.

Maximum per wire and daily limits on Wire Transfer requests shall be established as indicated below and may not be exceeded without prior written authorization from the BANK. Requests to change these limits must be submitted in writing and signed by an Authorized Contact. Other than in keeping with the established maximum per wire and daily limits, the BANK shall be entitled to execute Wire Transfers submitted via the System without regard to the amount(s) of the Wire Transfer(s), the recipient thereof, the account(s) to be credited or charged, or any other matter relating to the Wire Transfer, whether domestic or foreign. The BANK reserves the right to decrease your maximum per wire and/or daily limits at any time, for any reason without prior notice.

Maximum Per Wire Limit \$ _____

Standing Authorization for Wire Transfer Requests.

The COMPANY hereby requests that the BANK honor its requests to execute Wire Transfers communicated via the System. The COMPANY agrees that the BANK and any subsequent receiving bank may execute a wire transfer to a beneficiary in the name of the beneficiary and/or the account number of the beneficiary furnished to the BANK by the COMPANY. In the event there is a discrepancy between the name of the beneficiary and the account number, the wire transfer shall be executed by the use of the account number.

The COMPANY understands that the BANK may elect not to act upon a Wire Transfer request for the COMPANY'S protection, if BANK is unable to obtain proper verification of the Wire Transfer request deemed satisfactory to the BANK or if there is any inconsistency between a Wire Transfer request and information previously supplied to BANK.

The COMPANY agrees that all Wire Transfer requests shall be subject to COMPANY having sufficient available funds in the account to be charged, as evidenced by the BANK'S records, which shall be conclusive. The BANK reserves the right to refuse to honor, and shall have no obligation to honor, any request for a Wire Transfer from any Eligible Account in which there is not sufficient immediately available funds to cover such Wire Transfer. However, in the event that the BANK does honor any request for a Wire Transfer that results in an overdraft of any COMPANY account, the COMPANY agrees that the amount of the overdraft shall be immediately due and payable to the BANK and that the BANK may offset the amount of the overdraft against the balance of any of the COMPANY'S accounts with the BANK, and may also exercise any rights that the BANK may have under any agreements granting the BANK security for the payment of liabilities or obligations of the COMPANY to the BANK.

The COMPANY hereby consents to the BANK'S recording of all Wire Transfer requests made electronically via the System or by telephone. However, BANK has no duty to record any instructions or Wire Transfer requests and the decision is totally within BANK'S discretion. The BANK may provide a wire transfer advice to the COMPANY within a reasonable time after the Wire Transfer has been executed. The COMPANY agrees that such advice shall constitute

confirmation that a particular Wire Transfer has been executed by the BANK. Non-executed Wire Transfer requests will be reported to the COMPANY as soon as practicable. The COMPANY shall report any discrepancies between its records and the BANK'S statement or confirmation within a reasonable time, not to exceed thirty (30) days of such statement or confirmation, whichever the COMPANY received first.

Termination.

Either the BANK or COMPANY may terminate this Addendum at any time upon prior written notice to the other, but such termination shall not affect any Wire Transfers executed by the BANK prior to the effective termination date. Termination of this Addendum shall not constitute termination of the Agreement or any other Addendum.

By signing below, you are certifying the representations made and agreeing to all of the terms and conditions set forth in the Agreement and this Addendum.

(Company)

By: _____
(Authorized Signature)

(Name)

(Title)

Legacy Bank

By: _____
(Authorized Signature)

(Name)

(Title)

Date: _____

Addendum C ACH Services

This Addendum sets forth additional terms and conditions with respect to Business Online Banking Services associated with the Automated Clearing House (ACH) Network available via the Business Online Banking System. The definitions, terms and conditions of the Business Online Banking Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established by the Business Online Banking Agreement. Unless otherwise defined in the Business Online Banking Agreement or herein, capitalized terms shall have the meanings set forth in the Operating Rules (the "Rules") of the National Automated Clearing House Association ("NACHA").

Description of ACH Services.

The ACH Batch Origination service allows you to create and/or send a NACHA formatted file in order to execute the transfer of funds to/from another financial institution to disburse/concentrate funds or to make payments/collect funds to/from another party via the System. All transactions executed through the ACH Services described above ("ACH Transfers") will be reviewed and considered for processing if submitted before the posted cut off time.

A Maximum Daily Limit for each of the ACH Services will be established herein and may not be exceeded without prior authorization from the BANK. Upon receipt of your ACH Transfer request, we may choose not to process the request if your account does not contain sufficient funds to cover the transaction. You may be notified via the System, regular Internet e-mail or other means if an ACH Transfer request is denied. You may enter future dated ACH Transfer requests up to thirty (30) days beyond the current date. Future dated ACH Transfer requests will remain on the System and will not be processed until the effective date of the ACH Transfer. It's recommended that ACH Transfer requests have an effective date **at least two (2) Business Days, but no less than one (1) Business Day** beyond the current Business Day in order to be processed. ACH Transfer requests with an effective date that falls on a holiday, weekend or other non-processing day will be processed on the following business day. An Authorized Contact of the Agreement may request changes in ACH Transfer limits, request the investigation of an ACH Transfer, request that we don't process an ACH Transfer, or request the reversal of an ACH Transfer request that has been submitted.

Operating Rules.

The COMPANY agrees that it will comply with the Rules of NACHA, in existence as of the date of this Addendum and as amended from time to time. The duties of the COMPANY set forth in the following paragraphs of this Addendum in no way limit the requirement of complying with the Rules, and the COMPANY understands that it is bound by the requirements of the Rules first and foremost. Upon execution of this Addendum, the BANK will promptly deliver to the COMPANY a copy of the NACHA Rules and thereafter will promptly deliver revisions thereto as it receives them.

Applicable Laws.

The COMPANY hereby certifies it is aware that it is subject to all applicable state and federal laws when initiating ACH Transfers. This includes, but is not limited to the Office of Foreign Assets Control ("OFAC") enforced sanctions. Upon the submission of each ACH Transfer request, the COMPANY thereby certifies that it is not violating OFAC enforced sanctions, and is not acting on behalf of, or transmitting funds to/from any party subject to such sanctions. In some instances, provisions of the Agreement and this Addendum may be superseded by applicable federal or state law, including but not limited to, the Uniform Commercial Code Article 4A or the Electronic Fund Transfer Act.

YOU SHOULD BE AWARE THAT YOU MAY NOT INITIATE ENTRIES THAT VIOLATE THE LAWS OF THE UNITED STATES AND YOU ARE HEREBY OBLIGATED TO ORIGINATE ONLY LAWFUL ENTRIES. WE MAY FROM TIME TO TIME NEED TO TEMPORARILY SUSPEND PROCESSING OF AN ACH TRANSFER FOR GREATER SCRUTINY THAT MIGHT RESULT IN DELAYED SETTLEMENT AND/OR AVAILABILITY OF FUNDS.

Security.

The COMPANY is responsible to establish and maintain procedures to safeguard against unauthorized transmissions as provided in the Agreement. The COMPANY hereby further warrants that no individual will be allowed to initiate ACH Transfers in the absence of proper supervisions and safeguards. The BANK shall not be liable for any unauthorized transmissions, and assumes that all transmissions initiated from the COMPANY are duly authorized and properly permitted.

Processing Transmittal and Settlement.

Except as provided in **Section 9** of the Rules (**Rejection of Entries**), the BANK shall (i) process Entries received from the COMPANY to conform to the file specifications set forth in the Rules (ii) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (iii) settle such Entries as provided in the Rules.

The BANK shall transmit such Entries to the ACH Operator **two (2) Business Days prior to the Settlement Date** shown on such Entries provided (i) such Entries are received by BANK'S related cut off time on a Business Day, (ii) the Settlement Date is at least two (2) Business Days after such Business Day, and (iii) the ACH is open for business on such Business Day. If any of the requirements of clause (i), (ii) or (iii) of this paragraph are not met, the BANK shall use reasonable efforts to transmit such Entries to the ACH Operator by the next Business Day as defined in the Agreement.

Prenotification and Rejection of Prenotification.

The COMPANY may send a prenotification to the BANK that it intends to initiate an Entry/ Entries. Such prenotification shall be provided to the BANK in the format and on the medium prescribed by the Rules. If the COMPANY has received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution as defined by the Rules ("Receiving Bank"), the COMPANY will not initiate any corresponding Entry until the cause for the rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the Rules.

Submission of Entry Information.

The total dollar amount of an ACH Transfer request transmitted by COMPANY to the BANK on any one day shall not exceed the amount listed in the Exposure Limits table in this Addendum. The COMPANY will electronically submit the ACH Transfer request to the BANK via the System no later than the established cut off time of the first or second Business Day before the Settlement Date. If the System is unavailable, an individual may deliver the data necessary for the ACH Transfer request on a CD directly to the BANK. Data submitted via CD must be provided in the NACHA file format and delivered prior to the established cut off time in order to be processed. Additionally, the COMPANY must provide an attached listing of the total dollar amount of the ACH Transfers contained within the CD and the effective posting date of each. Such CD shall be delivered by the Authorized Contact to the following address and representative for the BANK:

Legacy Bank
220 Main Street
Wiley, CO 81092
Attn: Operations Manager
Or a local branch office

Indemnification.

Unless the COMPANY is required to prefund its Eligible Account prior to executing an ACH Transfer, the COMPANY shall provide immediately available funds to cover any Credit Entry not later than the Settlement Date applicable thereto. The COMPANY will receive available funds for any electronic Debit Entry on the Settlement Date applicable thereto. If any Debit Entry is rejected by the Receiving Bank or if any adjustment memorandum that relates to any Entry is received by BANK after the BANK has permitted the COMPANY to withdraw funds in the amount thereof the COMPANY will promptly provide immediately available funds to indemnify the BANK. The COMPANY will indemnify BANK if the BANK incurs any loss or liability on account of a breach, with respect to any Entries initiated by COMPANY and of any of the warranties of an ODFI contained in the Rules, except due to the BANK'S own negligence.

In the event the COMPANY incurs any loss due to mishandling of a particular Entry/ Entries, the BANK'S liability to the COMPANY shall be limited to liability for its own willful misconduct and the amount recoverable by the BANK from the ACH, any indemnity agreement or any third party pursuant to the Rules.

The COMPANY shall assume full liability for any action made by any third party processor used by the COMPANY at its discretion to initiate Entries on its behalf.

Submission and Processing of Entries.

Entries will be made only to an Eligible Account(s) held at the BANK or accounts at other Participating Banks as defined by the Rules. All Entries shall be initiated by the COMPANY in accordance with this Agreement, this Addendum and in accordance with the Rules, including the section of the Rules entitled "Rights and Obligations of Companies." All Entries shall be received, processed and transmitted by the BANK pursuant to the Rules. The BANK'S obligation in connection with the making of Entries shall be those of an ODFI under the Rules, unless otherwise specifically provided herein.

Rejection of Entries.

The BANK may reject any Entry/Entries if the COMPANY does not have sufficient funds or if an Entry does not comply with OFAC requirements, any applicable state or federal laws, or any provision of the Agreement or this Addendum.

Effective Entry Date.

The Effective Entry Date with respect to an Entry shall mean the Business Day upon which the Entry is to be entered by the ACH operator.

Settlement Date for Entries.

The Settlement Date with respect to an Entry shall mean the Business Day upon which the Entry is to be debited or credited to the designated Eligible Account.

Settlement by COMPANY for ACH Transfers.

The COMPANY will maintain an Eligible Account, which shall be a Checking Account, at the BANK with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited (the "Settlement Account"). The COMPANY hereby authorizes the BANK to offset against such Settlement Account for any rejected Entries. The BANK will either charge or credit the COMPANY'S Settlement Account for any Credit or Debit Entry initiated by the COMPANY on the Settlement Date. The COMPANY will reimburse the BANK with good and collected funds in the amount required if after settlement has been made by the BANK, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by BANK. Such reimbursement will be made on the date such rejection or memorandum is received by the BANK. The BANK may require the COMPANY to prefund its Settlement Account for certain Entries. If prefunding is required, the COMPANY shall have sufficient funds in the Settlement Account on the ACH file origination date.

Maximum Daily Exposure Limits.

The COMPANY may not exceed the Maximum Daily Limit for Debit and Credit Entries on ACH Transfers executed under each of the ACH Services as indicated below without prior written authorization from the BANK. Any request to change the Maximum Daily Exposure Limit on any ACH Service must be made by in writing by an Authorized Contact and may require credit approval. You may be required to set aside sufficient funds to cover any Credit Entry or Entries ("Prefunding"). If Prefunding is required as indicated below, the BANK shall place a hold on the Settlement Account in the amount of your Credit Entries on the ACH file origination date. The BANK reserves the right to decrease your Maximum Daily Limit at any time, for any reason without prior notice.

Maximum Daily Exposure Limits

ACH File Type

Debits only ____ Credits only _____ Debits and Credits _____

ACH Exposure Limit _____

ACH Exposure Days _____

Erroneous Entry.

If the COMPANY discovers that any Entry it has initiated was in error, it may notify the BANK of such error and the BANK will utilize its best efforts on behalf of COMPANY, consistent with the Rules to correct the Entry. In all such cases, it shall be the responsibility of the COMPANY to notify the affected third party that an Entry has been made that is at variance with the third party's authorization or is otherwise erroneous.

Rejected or Returned Entry.

In the event any Entries are rejected or returned by the ACH Operator for any reason whatsoever, it shall be the responsibility of COMPANY to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, however the BANK shall remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the BANK and sufficient data is available to the BANK to permit it to remake such Entries. The COMPANY shall retain and provide the BANK on request all information necessary to remake any files of Entries for three (3) Business Days after midnight of the day the Entries are sent to the ACH Operator. In all other instances, the BANK'S responsibility will be to receive rejected and returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to the COMPANY. The BANK shall notify the COMPANY of receipt of a returned Entry from the ACH Operator no later than three (3) Business Days after the Business Day of such receipt. The BANK shall have no obligation to retransmit a returned Entry to the ACH Operator if the BANK complied with the terms of the Agreement and this Addendum with respect to the original Entry.

Cancellation or Amendment by COMPANY.

The COMPANY shall have no right to cancel or amend any Entry after its receipt by BANK. However, the BANK shall use reasonable efforts to act on a request by the COMPANY for cancellation of an Entry prior to transmitting it to the ACH Operator and prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. The COMPANY shall reimburse the BANK for any expenses, losses or damages the BANK may incur in effecting or attempting to effect the COMPANY'S request for the reversal of an Entry.

The Settlement Account.

The COMPANY shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover its payment obligations under this Addendum. In the event there are not sufficient available funds in the Settlement Account to cover COMPANY'S obligations under this Addendum, the BANK may without prior notice or demand, obtain payment of any amount due and payable to it under this Addendum by debiting an Eligible Account(s) of the COMPANY. The BANK shall credit the Settlement Account for any amount received by the BANK by reason of a return of a Credit Entry transmitted by BANK for which the BANK has previously received payment from the COMPANY. Such credit shall be made as of the day of such receipt by the BANK. The COMPANY agrees that the BANK may debit any account maintained by COMPANY with the BANK or any affiliate of the BANK or that BANK may set off against any amount it owes to COMPANY, in order to obtain payment of COMPANY'S obligation under this Addendum.

COMPANY Representations and Agreements: Indemnity.

With respect to each and every Entry initiated by the COMPANY, the COMPANY represents and warrants to the BANK and agrees that (a) each person shown as the Receiver on an Entry received by BANK from COMPANY has authorized the initiation of such Entry and the crediting 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 by the BANK as provided herein, (c) Entries transmitted to the BANK by the COMPANY are limited to those types of Credit Entries set forth in Section 6 Submission of Entry Information, (d) the COMPANY has complied with all of its obligations under the Agreement and this Addendum in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and (e) the COMPANY has complied with the Rules in effect, including, without limitation, the provision making payment of an Entry by the Receiving Bank to the Receiver provisional until receipt by the Receiving Bank of final settlement for such Entry. The COMPANY specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that if such amount is credited, (a) the COMPANY shall not be deemed to have paid the Receiver the amount of the Entry (b) no warranties of an Originating Company and Originating Bank shall have been or shall later be breached, (c) each Entry shall in no way violate any federal, state or local statute or regulation pertaining to electronic fund transfers, including the Electronic Fund Transfer Act and Regulation E, and (d) if all such other settlement is not received, the Receiving Bank shall be entitled to a refund from the Receiver of the no warranties laws and regulations.

In the event of any breach of any of the warranties stated above or otherwise contained in this Addendum, the COMPANY will indemnify and defend BANK at the COMPANY'S cost and expense, and hold it harmless from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to the BANK'S own willful misconduct.

Liability; Limitations on Liability; Indemnity.

The BANK shall be responsible only for performing the Services expressly provided for in the Agreement and this Addendum, and shall be liable only for its willful misconduct in performing those Services. The BANK shall not be responsible for the COMPANY'S acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from COMPANY) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Bank (including without limitation the return of an Entry by such Receiver or Receiving Bank), and such person shall not be deemed the BANK'S agent. The COMPANY agrees to indemnify the BANK for any and all liabilities whether claimed from a private person or entity, or any fine, penalty, or assessment imposed by the federal government, any state government, or political subdivision thereof (including attorney's fees and expenses). Such liabilities may include, but are not limited to, the amount of any fines assessed against the BANK for a Rules violation caused by the COMPANY.

In no event shall BANK be liable for any consequential, special, punitive or indirect loss or damage which the COMPANY may incur or suffer in connection with the Agreement or this Addendum, including without limitation loss or damage from subsequent wrongful dishonor resulting from BANK'S acts or omissions pursuant to the Agreement or this Addendum.

Without limiting the generality of the foregoing provisions, the BANK shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities,

equipment failure, war, emergency conditions or other circumstances beyond the BANK'S control. In addition, the BANK shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the BANK'S having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the BANK'S otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

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 Receiving Bank may be made by the Receiving Bank (or by the BANK in a 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 the BANK is not excused in such circumstances.

Notification of Change.

The BANK shall notify the COMPANY of all notifications of change received by the BANK relating to Entries transmitted by the COMPANY no later than three (3) business days after receipt thereof.

Payments for Services.

The COMPANY shall pay the BANK the charges for the Services provided in connection with this Addendum as set forth in Addendum F of the Agreement (Business Online Banking Fee Schedule) and hereby authorizes the BANK to debit the COMPANY'S designated Eligible Account for such fees when due and payable. If the COMPANY does not pay the entire balance due for fees within thirty (30) days after transmittal by the BANK of the bill, the BANK may immediately terminate this Addendum without liability.

BANK'S Responsibilities.

In the performance of the Services required by this Addendum, the BANK shall be entitled to rely solely on the information, representations and warranties provided by the COMPANY pursuant to the Agreement and this Addendum, and the COMPANY shall be responsible for the accuracy or completeness thereof. The BANK shall be answerable for its willful misconduct, but the BANK shall not otherwise be responsible for any action taken, allowed or omitted by or under this Addendum or for anything arising there from, or for any liability, loss, claim or damage arising from an act of God, from delay occasioned in transit of data or processed work or from other cause or even beyond the control of BANK.

The BANK does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or local statute or regulation or other law, of any form, documents or other matters provided by BANK from time to time in connection with the Agreement, and disclaims any expressed or implied warranties in connection therewith, including any warranties or fitness for a particular purpose or use and any warranties or merchantability.

Evidence of Authorization.

The COMPANY shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

Cooperation in Loss Recovery Efforts.

In the event of any damages for which the BANK or the COMPANY may be liable to each other or to a third party pursuant to the services provided under this Addendum, the COMPANY will undertake reasonable efforts to cooperate with the BANK, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the BANK may be obligated to defend or elects to pursue against a third party.

Termination.

Either the BANK or COMPANY may terminate this Addendum at any time upon prior written notice to the other, but such termination shall not affect any ACH Transfers executed by the BANK prior to the effective termination date. Termination of this Addendum shall not constitute termination of the Agreement or any other Addendum.

By signing below, you are certifying the representations made and agreeing to all of the terms and conditions set forth in the Agreement and this Addendum.

(Company)

By: _____

(Name)

(Title)

Date: _____

Legacy Bank

By: _____

(Name)

(Title)

Date: _____