

TREASURY MANAGEMENT SERVICES
Addendum to Master Agreement
Lockbox Processing Services

Bank of Houston (the "Bank") and _____("Company") agree to supplement the Treasury Management Services Master Agreement between the Bank and Company dated _____(the "Agreement") as follows:

1. Services. The Bank shall provide Company with Lockbox Processing Services for checks and other paper items (traveler's checks, money orders, cashiers' checks, etc.) deposited into the lockbox account. The lockbox service accelerates the conversion of receivables into available funds by reducing mail, processing, and deposit float. Remittances are sent by mail to a specially numbered post office box using a unique zip code. The Bank, through its lockbox processing partner/service provider, collects the mail, processes the remittances, and deposits the funds to the Customer's account. Invoices, remittance information, and correspondence can be sent to the customer upon request.

Each check found to be acceptable in accordance with the procedures in this Addendum will be deposited into Customer's account number _____.

Remittance Collection – Customer shall direct its customers or clientele to mail payments to the lockbox/post office box(es) provided upon signing this agreement. "Clientele" refers to an account debtor or anyone contributing contents to the lockbox account.

The collection of the contents of the post office box as identified on the Company's Lockbox Set Up Sheet will be processed each Business Day at such times as the Bank establishes. The lockbox processor will open the envelopes and other contents of the box, remove and inspect the checks and enclosures, and process as instructed.

Company's Agent – Company authorizes Bank to act as its agent to rent the lockbox at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail to be processed by third party service provider/lockbox processing partner or Bank.

Payee Designation – The payee designation on lockbox account checks must be a reasonable variation of Company's business name. If the payee is not a reasonable variation, the check may not be deposited. If the payee is blank, Bank and our lockbox processing partner, may stamp in payee's company, provided the payee can be correctly determined from the accompanying documents, and the check will be deposited. In the implementation of the lockbox service, Company should provide Bank with a list of reasonable variations of its business name, including formal corporate names or trade names that may be used to identify its business. Checks containing names not listed here may be deposited if Bank determines, in its sole discretion, the checks contain a reasonable variation of Company's business name.

2. Bank Account Deposit Agreement. As a condition of receiving the Service, Company will maintain in good standing at least one checking account with Bank at all times while this Agreement remains in effect. All checks or other transactions processed pursuant to the Service hereunder are subject to any currently effective agreements and any agreements entered into in the future (collectively, the "Bank Deposit Agreements") between Bank and Company relating to funds availability, check collection, processing, and return. In the event of any conflict or inconsistency between the terms of this Agreement and the Bank Deposit Agreements, the terms of this Agreement shall govern.

All lockbox contents processed and credited are subject to the terms and conditions of Company's deposit account agreement. Each and every provision of the account agreement between Company and Bank, with

respect to Account Owner's account, will remain in full force and effect.

3. Account Administration. Bank/Bank's agent agrees to open and manage a post office box for the payment of funds into the lockbox account. Bank shall deposit funds into the account according to the process described in this Agreement. Bank and Company agree to the following:
 - a. Customer should mail invoices to its clientele in a prompt, businesslike manner
 - b. Bank/Bank's agent is entitled to exclusive and unrestricted access to the lockbox contents and has the sole right to direct transfer of the lockbox account amounts
 - c. Prior to deposit into Company's account, the lockbox contents will not be available to Company except upon request to Bank and only with Bank's consent
 - d. Bank/Bank's agent will endorse all payments accepted by Bank without the signature of payee and deposit payments into Company's account
 - e. Bank may delegate its duties or rights under this Agreement to agents. Bank may change the agents to which the Bank delegates its responsibilities
4. Application of Payments. Customer is responsible for instructing all of its clientele about the requirements specified in this section. In utilizing lockbox, each payment directed to P.O. Box should have an invoice or remittance coupon with it.

Bank/Bank's agent will open, inspect, and date stamp all lockbox items. Bank or its agents will handle the lockbox contents based on the Customer's instructions regarding the following options:

- a. *Missing Date.* In the absence of a check date, Bank may insert the current date with a date stamp and process the check.
 - b. *Postdated.* Checks postdated will be deposited on the date Bank receives check. Bank will have no liability for processing and depositing postdated items into Customer's account.
 - c. *Stale Date.* Checks dated six months or older may be deposited.
 - d. *Signature Missing.* If the drawer's signature is missing and the check contains no indication of the identity of the drawer, the check may or may not be deposited. If the check is deposited, Bank may affix a stamp impression requesting payor bank to contact drawer for authority to pay.
 - e. *Amounts Missing.* Checks missing both script and numeral amounts will not be deposited. Checks missing either script or numeral amounts may be deposited.
 - f. *Payment in Full.* Check which read "Payment in Full" or similar words, will be deposited. Customer must inform its clientele to address any disagreements regarding payment to a location other than the lockbox.
 - g. *Third Party Endorsements.* Checks that have been endorsed to the Company through a Third Party exchange may be deposited based on designated instructions of the Company. Bank will have no liability for processing and depositing postdated items into Company's account.
 - h. *Foreign Items.* Instruments payable in foreign currency or of foreign origin may be forwarded to Bank by its agents, converted into U.S. Dollars the day paid, and deposited into the lockbox account.
 - i. *Payment Methods.* Bank will recognize paper instruments (checks, money orders, cashiers' checks, image replacement documents (IRDs), etc.) as acceptable methods of payment for deposit.
 - j. *Returned Checks.* In the event that a check deposited into Company's account is returned unpaid because of insufficient funds or uncollected funds, or returned for any reason, Bank may either redeposit the check or return the check to Company based on Company's desired instructions. Fees charged by Bank for insufficient or uncollected funds will be debited from Company's account or charged according to the Bank Account Depository Agreement.
5. Processing Procedures After Inspection. Papers and envelopes accompanying each remittance, including copies of additional correspondence, all unprocessed or rejected items, and copies of deposit tickets can be forwarded to Company, in a manner chosen by Company, including via web access, direct mail, email reports, fax reports, or monthly CD.
 - a. Bank reserves the right at any time to refuse to deposit or process items and to return same to Company without prior notice.
 - b. Bank will determine the manner in which items are cleared or presented for payment.
 - c. On a daily basis, Company will review all input and output, controls, reports, email messages, and documentation to ensure the integrity of the date the Bank/Bank's agent processes. Each day, Company will also check exception reports to verify the correct entry of all file maintenance entries and non-dollar transactions. Company is responsible for initiating timely remedial action to correct

any improperly assessed data that these reviews disclose.

6. Termination. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other. Bank may terminate this Agreement immediately without notice to Company if Company fails to comply with any of the terms of this Agreement or if Bank determines, in its sole judgment, that (i) Company is financially impaired or otherwise engaged in illegal, fraudulent, or other improper conduct, or (ii) Company's continued use of the Service may expose Bank to material, financial, or legal risks. Bank will incur no liability if this Agreement is terminated under this section. Company acknowledges and agrees that, upon the termination of this Agreement, or upon the occurrence of circumstances that require such action be taken in order to maintain the Service, Bank may limit, restrict or prevent Company's access to the Service.

Bank may agree to forward items received at the lockbox to Company's location for thirty (30) days or more following the termination date. Bank agrees to return items received after an agreed upon period from termination to sender. Upon termination, Bank shall deliver to Company any remaining balance of the account, less expenses.

7. Contacts. Provide contact information for questions regarding daily processing of your lockbox:

Primary Contact Name _____	Title _____
Company Name _____	Email _____
Telephone Number _____	Fax _____
Street Address _____	City/ST/Zip _____

In the event the Bank needs to contact the Customer in case of emergency and cannot reach the Primary contact, then please contact or deliver notice to:

Emergency Contact _____	Title _____
Company Name _____	Email _____
Telephone Number _____	Fax _____
Street Address _____	City/ST/Zip _____

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date indicated below.

BANK OF HOUSTON

Signature of Authorized Representative

Printed Name

Title

Date

Signature of Authorized Representative

Printed Name

Title

Date

{JX075357.2}