

TREASURY MANAGEMENT SERVICES
Addendum to Master Agreement
Positive Pay Agreement

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

1. Services. The Bank will provide Company with services that may include Positive Pay, Control and Disbursement Reporting, and Cash Concentration.
2. Positive Pay. This feature allows Company to provide the Bank with information regarding all checks and other debit items ("Items") issued by Company against Company accounts with the Bank, including Item number and amount ("Item Issue Information"), which the Bank can then compare against Items that the Bank receives for payment against Company accounts.
 - a. Company must provide Item Issue Information to the Bank via electronic transmission each Business Day (as defined in section 27.9 of the Bank's Treasury Management Services Master Agreement (the "Master Agreement")). Company shall send the Item Issue Information to Bank in a format and medium specified by Bank and agreed upon by Company. Bank will confirm the receipt and upload of the Item Issue Information electronically to Company. Bank is not responsible for detecting any Company error contained in any Item Issue Information.
 - b. The Bank will review all Items presented to the Bank for payment against all Item Issue Information that is in the Bank files as of the previous Business Day. Company agrees that if the Item number and amount on an Item conform to the Item Issue Information, then the Bank may consider that Item validly issued and authorized, and the Bank may pay the Item without contacting Company. Company agrees that if the Bank acts in accordance with this Addendum in paying Items, the Bank will be deemed to have exercised ordinary care.
 - c. If the Bank finds that an Item is inconsistent with the Item Issue Information ("Suspect Item") that Company provides to the Bank, the Bank will advise Company by 9:00 a.m. CST (the "Notification Time") via electronic notification. Company must instruct the Bank by 12:00 p.m. CST (the "Decision Deadline") to pay or return the Suspect Items by notifying the Bank of Company's decision(s) (the "Instructions"). If the Decision Deadline is missed, the Bank shall return all Item(s) appearing on the exception list and the Bank shall not be held liable for damages caused by the return of the Item(s).
 - i. If Company misses the Decision Deadline but belatedly provides Instructions to stop payment on certain Suspect Items, the Bank may elect to attempt to return the Items unpaid; however, the presenting bank may not be obligated to honor the return. The Bank may delay crediting Company's account for the returned Item until the Bank has determined that the presenting bank has honored the return. If the presenting bank fails to honor the return, Company must immediately reimburse the Bank for the amount of the Item, if the Bank has credited the amount to Company account, and Company agrees to indemnify the Bank and hold the Bank harmless from any costs, suits, expenses, liabilities, damages, and attorneys' fees related to return of the Item.
 - ii. If the Bank determines that there appears to be an excessive number of Suspect Items on a particular Business Day, possibly indicating inaccurate or missing Item Issue Information, the Bank will use reasonable efforts to contact Company so that the parties can jointly determine how Company can provide the Bank with instructions to pay or return the Suspect Items, and the Bank will be entitled to rely on Company's instructions without further review of the Items.
 - d. This Agreement does not cover an Item that the Bank has already cashed, negotiated, or paid. It also does not cover Items that the Bank is already committed to honor or pay under applicable laws, regulations, or rules governing such Items.

- e. Items presented to Bank for immediate payment (Item being cashed at Bank) not matching the issue file will be a violation. From time to time, Bank may contact an Authorized Person by telephone for Instruction on a violation. In the event that the Bank cannot contact an Authorized Person for Instruction, Bank will return or refuse to pay the Item(s).
 - f. Company agrees that Item Issue Information or Instructions transferred to Bank using "Direct Transmission" are subject to the additional security procedures set forth herein. For purposes of this Agreement "Direct Transmission" means the submission of a file, Instruction, Item Issue Information, or other information directly from Company to Bank's designated transmission platform, which may include the Bank's file transfer protocol (FTP) platform maintained by the Bank or its third party information technology service provider, and/or such other platform as notified to Company by Bank in its discretion from time to time. If Company transmits any Item Issue Information or Instructions via Direct Transmission, Company agrees to use, and agrees to the terms of, the Bank's Security Procedures applicable to Direct Transmission as described in this Section 2(f) ("Direct Transmission Security Procedures"). Company acknowledges that Item Issue Information or Instructions transferred via Direct Transmission may be received and maintained on behalf of the Bank by the Bank's third party information technology service provider. Bank will provide Company with information about a secure site for file transmission (the "File Transmission Site") to which Company will connect to send its Item Issue Information and Instructions via Direct Transmission; and (b) a user ID and password to enable Company's system to transmit Item Issue Information and Instructions to the File Transmission Site. Company must send its Item Issue Information and Instructions to the File Transmission Site, using its user ID and password when it sends such information to Bank via Direct Transmission. Company agrees that the Direct Transmission Security Procedures are commercially reasonable for the transmission of Item Issue Information and Instructions to Bank using Direct Transmission and for verifying the authenticity of such information received by Bank apparently from Company in connection with any such transmission. Company is responsible for maintaining the confidentiality of its user ID and passwords used for Direct Transmission in the same manner it is required to preserve confidentiality for other passwords, access codes or personal identification numbers under the terms of the Master Agreement. Company assumes full liability for misuse or unauthorized use of its Direct Transmission user IDs or passwords.
 - g. The Bank's Positive Pay Service is subject to the terms and conditions of the Master Agreement. Without limiting those terms and conditions, Company acknowledges that the Bank's Positive Pay Service is a commercially reasonable security procedure designed to prevent loss in connection with fraudulent, forged or altered checks on Company's account(s) by enabling Company to transmit to the Bank Issue Information about every check that is issued from Company's account(s). Company further acknowledges that its failure to accept the Positive Pay Service, or if it accepts the Positive Pay Service, its failure to consistently use it, may result in losses that could have been prevented if the Positive Pay Service had been used in the manner described herein. Company understands and agrees that if it fails to use the Positive Pay Service to verify all transactions drawn on Company's account(s), Company will be responsible for any losses resulting from fraudulent, forged or otherwise altered checks or similar items drawn on my account(s). In addition to and without limiting the Company's indemnification obligations under the Master Agreement, Company further agrees to hold harmless and to indemnify the Bank, its management, employees and directors for any and all losses resulting from transactions that could have been prevented had Company used the Bank's Positive Pay Service. To the extent permissible under applicable law, these agreements are intended to alter liability that the Bank may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.
3. Control and Disbursement Reporting. Control and Disbursement Reporting ("CDR") allows the Bank to perform daily consolidated balance and transaction reporting for all of Company accounts, Company accounts at other financial institutions, and for current day, previous day, and historical reporting. With CDR, Company may write checks and issue other payment instruments, which have been previously approved by the Bank on Company's secondary checking account(s) ("Disbursement Account") at the secondary bank ("Disbursement Bank"), listed on the Implementation Form and fund payment of those checks and payment instructions from a demand deposit account at Bank.
- a. The Bank is designated as an agent for Company to request transfer of funds from Company funding account with the Bank ("Funding Account") to the Disbursement Account each Business Day;

- b. The Bank will send to Company, either through the Internet Services or by fax, notice of any item that is presented for payment on Company account as of a given day on a timely basis;
 - c. Company must ensure that the Funding Account has sufficient available balances to cover each day's requirements in the Disbursement Account that may include over-the-counter presentments. Failure to have available collected funds in the Funding Account to over the day's funding requirements may cause checks drawn on the Disbursement Bank to be returned or refused;
 - d. Third parties may have provided information reported to Company regarding the checks presented against Company's Disbursement Account. If the reported clearing totals received are inaccurate on the Funding Day, the Disbursement Account will reflect any difference the following Business Day. Funding of these items will be included on the next Business Day's funding amount.
4. Cash Concentration. Cash Concentration allows the Company headquarters to provide its various locations with access to the Internet Services for reporting purposes ("Reporting Activity"). The Company is responsible for monitoring the Reporting Activity of any and all of its locations. The Bank is not responsible for the frequency or accuracy of the data received as a result of the Company's Reporting Activity.

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

Authorized Signer
Title

Date