

Commercial Deposit Agreement and Disclosures



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MEMBER FDIC

City Bank[™]
NEW MEXICO

 Equal Housing Lender

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Commercial Deposit Account and Services Agreement

Agreement:

This booklet, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your accounts(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

Terms:

This agreement establishes the basic terms of the relationship between City Bank and you. You, your and yours mean the Depositor(s). We, our, ours and us mean City Bank. Unless the context clearly requires otherwise, a singular term includes the plural and vice versa, and a word of one gender includes the other. An "item" is any check, draft, or order for the payment of money, oral or written, in electronic or other form. A "business day" is any day we are open for banking business. Every day is a business day except Saturdays, Sundays, and federal holidays. "Such as" means the terms that follow are examples and are not intended to limit the possibilities. "This Agreement" means this document and any subsequent amendments that we give you including the signature card and any agreement for banking services connected with this account.

Binding Agreement:

You have read this agreement and understand that it is binding between you and us for a deposit account, hereafter "the account."

Account Type:

The account type is noted on the signature card. If the account is a demand account, it will not earn interest. If the account is a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven days' written notice before any withdrawal. If any ineligible entity becomes an owner of a NOW account, we will convert the account into a checking or savings account. We have given you disclosures explaining applicable transaction limits, fees, interest rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an

account. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check, as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Severability:

If the courts determine that any part of this agreement is illegal or unenforceable, you agree that the remainder will be enforced and the offending provision changed to make it enforceable.

Law, Jurisdiction and Venue:

This agreement is subject to applicable federal laws and the laws of the state of New Mexico (except to the extent that this agreement can and does vary such rules or laws). The courts of that state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this agreement. The body of state and federal law that governs our relationship with you, however, is too large and complex to reproduce here. The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate;
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- Give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

Waiver of Jury Trial:

You waive your right to a jury trial in any dispute with us. Such disputes may be tried before a judge only.

Arbitration:

You or we may require that any controversy or claim relating to this agreement, or breach of it, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

Changes:

We may change any term of this agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

Dormant Account:

Accounts with no activity for 365 consecutive days will be considered dormant.

Depositor Encoded Items:

Items not encoded by us are non-conforming items, and are your sole responsibility. Any item presented for payment, whether check, draft, withdrawal or transfer document, and/or other item or instrument of payment, must conform in all respects, including its encoded message, to our automated bulk filing processing system. Failure of any item to conform to our automated bulk filing processing system is agreed to be the sole cause of our payment of, or failure to pay, the non-conforming item.

If our equipment is unable to read what we consider to be a significant number of your items and they are rejected, we may charge you additional fees. If we do charge you more, we may send you a notice. If there is an encoding error that results in costs or losses to us, you agree to reimburse us (and we may charge your account) for our claims, costs, losses and damages, including attorneys' fees.

Account Closing:

We may close the account at any time without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and costs for closing the account, as well as any outstanding items. Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored items we return unpaid on or after the day the account was closed. Accounts with a zero balance for 45 consecutive days will be automatically closed.

Notices:

We can send you communication at the last address you gave us in writing or by email if you have signed up for eDocs. You will send us communication at our address on the back cover of this agreement. The postmark or postage meter date, except where this agreement requires that something be "actually received", determines when communication occurred. You will notify us immediately of any change in your name, address, e-mail address (if applicable), telephone number, or taxpayer identification number.

No Assignment:

You understand that neither the account nor your rights under this agreement can be assigned, in whole or in part, without our written permission which may be withheld for any reason. Your successors and assigns are bound by this agreement. Any actual or purported assignment of this account remains subject to our right of setoff any assignment made in violation of this provision is void and unenforceable.

Expense:

You agree to pay any expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and un-reimbursed research and copying fees incurred when a third party requires records about our relationship. You agree to pay any and all attorneys' fees and court costs we incur in good faith due to concerns about the account, whether or not litigation has begun, through the trial and all appeals. You also agree to pay any expense that we incur, including attorneys' fees, in response to any subpoena, writ, government agency or judicial order, search warrant, or other order to which we may be required to respond regarding your account or your relationship with us.

Temporary Account Agreement:

If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Multiple Signatures:

A requirement for more than one signature is for the depositor's internal control and audit purpose only. We are not liable for paying a check over one signature. You agree to hold the bank harmless for any payment of an item with fewer than the required signatures.

Non-Manual Form of Signature:

If any items drawn on this account are signed, countersigned or endorsed using any facsimile signature, stamped signature, mechanical signature, computer software generated signature or other non-manual form of signature ("non-manual form of signature"), you acknowledge that the use of such non-manual form of signature is solely for your benefit and convenience. Each authorized signer accepts sole responsibility for maintaining security over any device used for affixing each authorized signature on this account.

If we receive items containing non-manual signatures, you authorize us to charge you for such items, including checks, drafts, or other orders or debit or transfer requests for the payment of money that is drawn on us. You give us this authority regardless of by whom or by what means the non-manual signature(s) may have been affixed so long as they resemble an approved or authorized signature specimen. You must notify us at once if you suspect that your device for non-manual signatures is being or has been misused.

Digital Signature:

A digital signature is an electronic identifier, created by a computer, intended by you to have the same force and effect as the use of your manual signature and satisfies the statute of frauds. A digital signature involves the use of both private and public key encryption. All written electronic communications, including transmission of electronic data over telephone lines, fiber optic cables or stored on a computer disk, sent to us in connection with the transaction is considered signed if a digital signature is transmitted with such communication. The use of the digital signature is subject to criminal laws pertaining to fraud and computer crimes.

Signatures to Come:

If you have asked us to create the account for multiple owners or authorized signers, we can limit use of the account until all owners have signed.

Indemnification:

You will indemnify us against and hold us harmless from any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement, including but not limited to provisions in "Examination of Items."

No Waiver:

Failure to insist upon your strict performance of any obligation under this agreement will not create any duty on our part to continue to do so. You will not claim that we waived our right to insist on proper performance.

Our Rights:

You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

Recording:

You give us permission to record your communications with us. If you authorize someone such as an attorney to do business with us on your behalf, you will be responsible for obtaining their permission to allow us to record their communications with us.

Setoff:

You grant us the right to apply the account balance to payment of any debt that any owner of the account owes us without notice including direct obligations, such as promissory notes and agreements (including this one), and indirect obligations, such as guarantees and endorsements. The right of setoff does not apply to this account if it is an IRA or other tax-deferred retirement account. However, this right of setoff does not apply to any home equity loan you may have with us.

Legal Process:

If any owner or authorized signer is ever involved in a legal proceeding, such as a divorce, garnishment, levy, or attachment, you will not hold us responsible for any damages you suffer from our actions in good faith reliance on any order or other legal process. Any garnishment, levy, or attachment is subject to our right of setoff. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the account balance while we seek to have the automatic stay lifted.

Authority:

You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other methods. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for review, we may, in good faith, honor items and instructions from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authorization, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number), then you will be deemed to have authorized us to pay any debit to your account that person or entity initiates.

Checks:

You will not write a postdated check without giving us written notice, describing the check with reasonable certainty, at least five business days before you write the check. If you do not give us notice, we can pay the check when it reaches us regardless of the date. You will use only approved checks and deposit slips. You will not attempt to create a substitute check for deposit into the account without obtaining our express written consent in advance. You will not write a check using ink of a color or type that is not legible when imaged or copied. You will not deposit any check that was written in such ink or that has any other features that would prevent it from being imaged or copied clearly and completely. You will verify your name, address, telephone number, and the numbers in the magnetic ink character line across the bottom of the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, and you will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order, provided the checks were ordered through us. If we

keep safe your cancelled checks and other items, we can destroy the originals and keep electronic or other images after a reasonable time has elapsed. We can destroy the images after a further reasonable time. By making your monthly statement with check images available to you, it is as though we have included cancelled checks and other items with your statement.

Check Processing:

We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Order of Payment:

You understand that when two or more checks are presented for payment on the same day, the law allows us to pay them in any order. For now, we have chosen to pay them in descending amount order. This means we will pay the check for the largest amount first, then the check for the second-largest amount, and so on. This method was chosen in an effort to protect our customers by attempting to pay larger items such as mortgage and car payments first. ACH (electronic or paperless) transactions will be processed first followed by paper items. We can, in good faith, choose a different order of payment after giving you any legally required notice.

Examination of Items:

You do not require us to comply with a restrictive legend on any item, such as "void if not cashed within 90 days", "payment in full", or any other impermissible marking. Permissible markings include the following: drawee bank name and location, payee name, endorser name, drawer signature, and the magnetic ink characters across the bottom front of the item. You will not hold us responsible for any item's late return caused by an endorsement stamp or other marking outside the area allowed for it by law. You will not claim that we failed to exercise ordinary care because our procedures do not require signature examination of each item with an amount below a set figure.

Laws, Regulations:

We are subject to federal and state laws and regulations. You will not hold us liable for anything we do or decline to do, based on a good faith belief that it is required by law or regulation. Some laws allow parties to contract out of the law's provisions and establish their own rules. You intend this agreement to do that whenever a term of this agreement conflicts with such a law. You will abide by the rules of any clearinghouse or automated clearinghouse that handles any part of a transaction.

Liability Limit:

You will not hold us responsible for a loss caused by an event beyond our control, such as war, terrorism, riot, labor trouble, natural disaster, computer problem, loss of electric power, communications, or transport. If we do not process a transaction in accordance with the terms of this agreement, our maximum liability shall be the amount of the transaction. **In no circumstances will we be responsible for consequential damages for any action that we take or fail to take in regard to the account.**

Deposited Items:

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including item drawn "on us"). You understand that all deposits are subject to verification and corrections. We can accept an item for deposit or collection only, refuse it, or return it. In receiving items, we are acting only as your agent. We have no responsibility beyond ordinary care. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. Time or savings account deposits will be repaid to depositors under regulations adopted by our board of directors from time to time. These regulations will be available for inspection by you upon your request. You will not hold us responsible for default or negligence of our correspondents or loss of items in transit. Each correspondent we use will be liable only for its own negligence. If we give you credit for an item, we can revoke it if the item is not paid. Items deposited by mail will not be considered received by us until we actually receive them. You will not hold us responsible for loss of any item until we have received it under this standard. If an item requiring endorsement is deposited without it, you authorize but do not require us to supply it. You will reimburse us for loss or expense we incur because of any missing endorsement, whether yours or another's, on a deposited item. We do not have to notify you of any nonrecurring ACH credits or wire transfers to the account.

Direct Deposits:

If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Foreign Items:

If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency.

Returned Items:

We can charge for the amount of any deposited item that is returned unpaid. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor, and protest.

Stale Items:

We can pay an item presented to us more than six months after the date on the item, but you do not require it. If you do not want us to pay such an item, you will place a stop payment on it.

Stop Payments:

If you want us to stop payment on a check, you will tell us the check number, date, payee name, and exact amount. You understand that if either the check number or the amount is not exact, our check processing equipment may not catch the check in time; you will not hold us responsible. You must make any stop-payment order in the manner required by law and we must receive it in time to give us reasonable opportunity to act on it before our stop-payment cutoff time. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. A verbal stop payment is valid for a period of fourteen (14) days. You understand that a stop payment expires in six months. You will place a new stop payment if you do not want us to pay the check after the previous one expires.

If you use Internet Banking to process a stop payment, stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment. You may initiate a stop payment request online via Internet Banking only for paper checks you have written on your bank account (not system bill payer). You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Automated Clearing House (“ACH”) Provisions and Wire Transfer:

ACH and Wire Transfer. This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

Notice of Receipt of ACH items. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving this account, we are not required to give next day notice to you of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide to you.

Provisional Payment. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement. If we do not receive final settlement, you agree that the bank is entitled to a refund of any or all of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not have been deemed to have paid you the amount of such entry.

Choice of Law for ACH transactions. We may accept, on your behalf, payments to your account which have been transmitted through one or more automated clearing houses and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the operation rules of the National Automated Clearing House Association.

Bank Statements:

You will promptly examine and reconcile each statement we send or make available. You will notify us immediately of any problem such as forgery, unauthorized endorsement or debit, or alteration that you find. If you do not notify us within 30 days of the date we sent or made available the first statement that gave an indication of the problem, you will be responsible for any loss that could have been prevented

by notifying us, regardless of whether or not we were appropriately careful. In the event that an item was altered or drawn without authorization, if it was done so cleverly that a reasonable person could not detect the fraud and we were not negligent in any way, you will not hold us responsible for the loss. In any event, if you do not notify us of any unauthorized signatures, alteration, forgeries or any other errors in your account within 60 days of when we make your statement available, you cannot assert a claim against us on any items in that statement and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. This limitation is in addition to the limitation contained in the first paragraph of this section.

Telephone Transfers:

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per statement cycle (less the number of “preauthorized transfers” during the cycle). Other account transfer restrictions may be described elsewhere.

Substitute Checks:

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states, “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks.

Credit Reports:

You authorize us to obtain reports about you periodically from organizations such as credit reporting agencies, check reporting services, and other consumer reporting entities, and to provide them information.

Incomplete Items:

If an authorized signer signs a check or authorizes any item that is not completed, you will not hold us responsible for paying it as completed by anyone unless we actually know it was completed in an unauthorized way.

Disputed Authority:

If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the account balance until the claim is resolved. We can pay some or all of the account balance into court in an interpleaded or other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

Truncation, Substitute Checks, and Other Check Images:

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications of substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Remotely Created Checks:

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from the account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. You have received express and verifiable authorization to created the check in the amount and to the payee that appears on the check;
2. You will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and

3. If the check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account you still owe us the remaining balance

Other Services:

If you want services from us that are not covered by this agreement, you will sign an agreement with us for those services.

Cashing Your Checks:

Before we allow a person to cash an item, we can require identification, such as a driver's license or passport. We can secure further identification by methods such as photography, fingerprinting, and other biometric or technological means. If the person does not provide or permit such identification, we can decline to cash the item and you will not claim that we wrongfully dishonored it.

Notice of Prohibition on Unlawful Internet Gambling:

Federal law, the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations, prohibit commercial customers from receiving deposits of any kind relating to illegal Internet gambling. City Bank is required to enforce that prohibition.

By maintaining an account with our bank you agree to notify us if your account is ever used for Internet gambling of any kind, even if you believe the activity to be legal. If you do not, we may terminate your access to various payment methods or close your account.

Occasional Overdraft Privilege ServiceSM

(Always a Discretionary Service)

It is the policy of City Bank (“the bank, we, us, or our”) to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from:

- The payment of checks, ATM withdrawals, electronic funds transfers, or other withdrawal requests;
- Payments authorized by you;
- The return of unpaid items deposited by you;
- The imposition of bank service charges;
- The deposit of items, which according to the Bank’s Funds Availability Policy, are treated as not yet “available” or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least:

- Continuing to make deposits consistent with your past practices,
- You are not in default on any loan obligation to the bank,
- You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and
- Your account is not the subject of any legal or administrative order or levy.

We will consider, without obligation on our part, approving your reasonable overdrafts.

We may authorize and pay overdrafts for checks you write and transactions made using your checking account number. We will not authorize and pay overdrafts for ATM transactions or one-time (e.g. non-recurring) debit card transactions unless you have affirmatively given us your consent to do so.

This discretionary service will generally be limited to a \$1500 overdraft (negative) balance for commercial checking accounts (some restrictions do apply). Of course, any and all fees and charges, including without limitation our return item fee/overdraft paid fees (as set forth in our fee schedules) will be included in this limit plus taxes and will apply to any transaction that overdraws your account including, but not limited to, payments authorized by Checks, ACH/ Electronic Items, City Bank and foreign ATMs/Debit Card/Check Card,

Internet Banking/Online Banking and Telephone Banking Transactions.

We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our return item fee(s) and/or overdraft paid fee(s)-OOPS including tax that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our return item fee(s) including tax and/or overdraft paid fee(s)-OOPS including tax.

We may use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

Limitations:

Savings Accounts, Money Market Accounts, Public Funds/Charitable Organization Accounts, Student Minor Accounts, accounts with restrictive hold codes (garnishment, liens, etc.), dormant, returned mail, and certain trust accounts are not eligible. We may limit the number of accounts eligible for Occasional Overdraft Privilege Service OOPSSM to one account per tax payer ID.

Eligible Transaction Types:

Each transaction/item initiated for payment against your checking account(s) may be processed by us using your assigned Occasional Overdraft Privilege Service OOPSSM limit, including without limitation: Checks, ACH, ATM, POS, Internet Banking, Bill Payment, and Telephone Banking Bill Payment; however, we will not include ATM and everyday debit card transactions within your assigned OOPS limit without first receiving your affirmative consent to do so.

Absent your affirmative consent, ATM and one-time debit card transactions generally will not be paid if you do not have available funds.

A customer who does not affirmatively consent (opts-out) to the payment of ATM or one-time debit card transactions pursuant to OOPS consents to not overdraw their account for ATM and one-time debit card transactions (\$0 debit card overdraft limit). Note: The debit card opt-out consumer may continue to use available overdraft services for checks, ACH transactions, or other types of transactions. The bank is not obligated to honor any overdraft on your account if the overdraft, either alone or when aggregated with other overdrafts and related overdraft fees, exceeds your OOPS limit for checks and ACH transactions.

If the opt-out consumer breaches the account agreement by overdrawing the account with an ATM or one-time debit card transaction, and there is an inherent risk to the bank, then the debit

card will be restricted. The debit card may be reactivated if the consumer consents to an automatic transfer from another account to cover overdrafts or applies and qualifies for an overdraft line or protection loan with an automatic transfer feature to cover overdrafts. If neither of these alternatives is selected by the consumer, then the card may be reactivated if consumer voluntarily and knowingly elects to opt-in to the bank's debit card overdraft service.

Here's how the Occasional Overdraft Privilege Service OOPSSM works if we pay your overdraft item: If you inadvertently write a check, make an ATM withdrawal or other payment or withdrawal request for more than the funds on deposit in your account, we may cover them, and save you time, money and inconvenience. Suppose that your account type permits a \$1,500 limit. With Occasional Overdraft Privilege Service OOPSSM, you may be covered for a check of \$1,468.05 plus the \$29.50 Overdraft Paid Fee-OOPS plus tax. Alternatively, you may be covered for a \$100 ATM withdrawal, a check of \$1,336.10 plus the \$59 Overdraft Paid Fee-OOPS plus tax for two items.

Optional Overdraft Protection Services:

City Bank offers optional overdraft protection products/services that you may apply for. These include funds transfer from another designated account at the bank.

Customer Opt-Out:

You may choose at any time to not participate in the bank's Occasional Overdraft Privilege Service, OOPS, by notifying one of our customer service representatives in person or at 1-800-687-2265, who will explain what this means, and the potential consequences for you. Furthermore, you may revoke your affirmative consent to have ATM and everyday debit card transactions considered for payment under your OOPS limit without removing other items from the limit.

If You Need Help:

Of course, overdrafts should never be used to finance ordinary or routine expenses – and you should never rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations please contact customer service at 1 (575) 258-2265.

Always a Discretionary Service:

City Bank's OCCASIONAL OVERDRAFT PRIVILEGE SERVICE (OOPS)^{SM*} does not constitute an actual or implied agreement between you and City Bank. Nor does it constitute an actual or implied obligation of or by City Bank. This service represents a purely discretionary courtesy or privilege that City Bank may provide to you from time to time and which may be withdrawn or withheld by City Bank at any time without

prior notice or reason or cause.

*Occasional Overdraft Privilege Service OOPSSM is subject to approval. Some restrictions do apply.

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Investment Sweep Account

Serving the needs of our business customers and recognizing the challenges of effectively managing your operating cash are goals to which we are committed. This is why we are pleased to offer the City Bank Investment Sweep Account.

The Investment Sweep Account uniquely combines a business checking account with the ease of automatically investing excess cash in an interest-bearing account. You can maximize your revenue and enjoy check writing without having to juggle balances between accounts. This account will be set up as a Commercial Checking on Account Analysis.

Because the sweeps to and from your checking account are automatic, there is no need for you to worry about managing your daily balances. There are no last-minute phone calls, no wire transfers, no transaction fees and no penalty fees.

Benefits of a Sweep Account

You can manage your cash balance more easily with City Bank Investment Sweep Account and benefit from:

- Seamless cash management
- Competitive yields
- No additional fees

How to Get Started

Step 1:

Contact your banker to set up a City Bank Investment Sweep Account or to convert an existing conventional checking account.

Step 2:

Plan to meet your objectives. Your City Bank banker will work with you to confirm the ideal target balance that you need to manage your daily business, and any excess cash will be automatically swept into the sweep account.

Step 3:

Deposit cash and start earning interest on your excess balances automatically!

Step 4:

Enjoy the convenience of earning more interest on your cash. In most cases, the automatic sweep begins the same day you make your initial deposit.

Regulation D Limits

Limitations on Transfers from Your Money Market or Savings Account:

Preauthorized transfers, automatic transfers, online transfers, point-of-sale ("POS") purchases, payments to other persons, and transfers by telephone from your Money Market or Savings Account are limited to six per statement cycle. Preauthorized transfers include automatic bill payments, transfers to your other accounts with the Bank, or automatic transfers to other persons that you have authorized the Bank to make. The Bank permits transfers from your Money Market or Savings Account by check, draft, check card or any similar order for withdrawal. Six transfers may be made by such means in a statement cycle (Money Market Account – monthly, Savings Account – quarterly). The Bank may impose an excess activity fee for exceeding these limitations. Please note this does not authorize you to exceed the federal statutory limits of six per statement cycle. If the Bank determines that you are exceeding the limits described above on more than an occasional basis, the Bank will, at its option, either close the account, or change the type of account to a transactional account without limitations that you are eligible to maintain, or terminate your right to make transfers against the account.

Funds Availability Disclosure

Your Ability to Withdraw Funds:

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, everyday is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day, we consider that day to be the day of your deposit. However, if you make a deposit after this cut-off time or on a day we are not open, or on a Saturday or Sunday we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw funds until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply:

Case-by-case delays: In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit may not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts:

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of the day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the check must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

International ACH Transactions (IAT):

An International ACH Transaction is an Automatic Clearing House (ACH) entry that is part of a payment or deposit transaction involving a bank that is not located in the territorial jurisdiction of the United States.

All banks that receive ACH transactions are required to meet Office of Foreign Assets Control (OFAC) compliance obligations when handling IAT transactions.

Due to the requirements of OFAC, from time to time it may be necessary to temporarily stop the processing of a credit or debit transaction. Greater scrutiny or verification against the Specially Designated Nationals (SDN) list may affect settlement and/or availability.

E-Statements

Electronic Statement(s)/Notice(s) Delivery

Terms and Conditions:

This agreement is made between you and City Bank and provides your request and consent to receive statements and notices for your account(s) by electronic delivery. You affirmatively consent and agree

to permit the Bank to make disclosures and provide notices to you in the electronic form, in lieu of providing such notices and disclosures in written form. Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your account statement (s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including: Truth in Savings Act, Fair Credit Reporting Act, Electronic Funds Transfer Act, Equal Credit Opportunity Act, New Mexico Banking Code, and Privacy of Consumer Financial Information. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all. These electronic statements and notices are called "eDocs".

By enrolling for eDocs, you are electing to receive your statement by email. Although you are opting out from receiving your statement(s)/notice(s) by U.S. mail, you have the option to receive a paper statement, at any time, by request.

There are currently no service charge fees for the use of eDocs. However, you agree that City Bank has the right to institute or change the fees for eDocs upon ten days prior written notice to you. In addition, City Bank has the right to amend these terms and conditions from time to time providing you with written notice of the amended terms and conditions.

You agree to waive and release any claims against City Bank arising out of or that may in any way be related to the use of eDocs, except for those claims resulting solely from the negligent acts or omissions of the Bank. You agree that you are solely responsible for any loss due to use of eDocs by you, any authorized user, or any unauthorized user or recipient who gains access to eDocs through your computer or information obtained directly or indirectly from you.

We will use commercially sound measures consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered account statements and notices. You must be a City Bank Online customer to enroll for eDocs and have at least one City Bank demand deposit account. Adobe Acrobat Reader® version 6.0 or higher is required to open and view your statement(s)/notice(s)*. To download the latest version of Adobe Acrobat Reader®, go to [HYPERLINK "http://www.adobe.com/products/acrobat/readstep2.html"](http://www.adobe.com/products/acrobat/readstep2.html) <http://www.adobe.com/products/acrobat/readstep2.html> . We also recommend that you use the latest browser version available that supports 128 bit SSL Encryption.

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You understand that these industry standards are dynamic and constantly developing. By consenting to the enrollment process for eDocs service you acknowledge and understand that there are risks to

electronic delivery of account statements and notices, including but not limited to delay or failure of delivery due to technical difficulties, weather conditions, and matters beyond our reasonable control. You have considered the historical and potential future content of your account statement(s), the risk associated with electronic delivery of account statements and our security procedures, and you find that our security measures are reasonable. If in the future you conclude that our security procedures cease to be reasonable, you must terminate this agreement immediately.

You will need email access with at least 1MB of free space to receive your statement(s)/notice(s). Your statement(s)/notice(s) will be sent to the email address that's on file with City Bank New Mexico. It is your responsibility to keep your email address updated on City Bank New Mexico. You have the option to have your statement(s)/notice(s) emailed to three additional recipients. It is your responsibility to maintain the ID, Password, and email addresses for these additional recipients.

With eDocs, you receive next day delivery of your statement(s)/notice(s). The delivery method used is a 'Push' method, meaning your statement(s)/notice(s) are emailed to you as a secure .pdf (Portable Document Format) attachment.

Statement(s)/notice(s) are sent as a "shell" .pdf without customer data. Once the user logs into eDocs, the ID and Password are authenticated and the data fills the document. The data included in the statement(s)/notice(s) is streamed via a secure 128-bit SSL encryption.

Statement(s)/Notice(s) can be printed or saved to a file on your computer for easy storage. The past two months' statement(s)/notice(s) will be available on City Bank New Mexico for your convenience.

Your City Bank Online ID and Password are your keys to eDocs. It takes both identification keys to gain access. No one representing City Bank will ask for your Password. You should never give your Password to anyone who asks for it in an email or by phone or anyone else who you do not want to have access to your account. You agree that the Bank has no control over the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any unauthorized access to your personal computer using your password.

We make no warranties of any kind with respect to the software program used to access eDocs. We do not warrant that the software program or that eDocs services will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the software program or the eDocs services we provide under this agreement. If you believe your eDocs statement is lost or that someone has obtained access to your eDocs statement without your permission, contact any Customer Service Representative. Notwithstanding any provisions to the contrary contained in this agreement, we shall be responsible only for performing the eDocs services as expressly provided for in this agreement.

We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any eDocs services or for any disruption or delay in performing said services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control (including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your internet service provider, or weather conditions). We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances, except to the extent that we are liable under this agreement. You agree to indemnify and hold us and our directors, officers, employees, and agents harmless for all claims, demands, judgments, and expenses (including reasonable attorneys fees) arising out of or in any way connected with the performance of the eDocs services. You agree that this indemnification shall survive the termination of this agreement.

Internet Banking and Bill Payment Services

What This Agreement Covers:

This Agreement covers your use of City Bank's Business Internet Banking and Bill Payment Service for your business accounts at City Bank. "You and "your" shall include the owners of such accounts enrolled in City Bank's Business Internet Banking Service and Bill Payment Service, including any authorized agents or employees given access to the account through Business Internet Banking Service, Bill Payment Service or otherwise. City Bank's Business Internet Banking Service or Bill Payment Service defined as any electronic service provided by City Bank that permits you to create multiple usernames and access codes for various persons within your organization to have access to the account(s) you designate, each with the access level you designate. You initially will be issued one username and access code to access Business Internet Banking Service or Bill Payment Service. We offer the ability to create multiple usernames and access codes for various persons within your organization to have access to your account(s) through Business Internet Banking Service or Bill Payment Service, each with the access level you designate.

Access for Business Internet Banking and Bill Payment Service will be provided through the Worldwide Web of the Internet. You are responsible for providing your own access to the Internet through the Internet Service Provider of your choice.

Accepting the Agreement:

When you use any of City Bank's Business Internet Banking Services or Bill Payment Services described in this Agreement, or authorize others to use it, you agree to the terms and conditions of the entire Agreement, as amended from time to time.

Bank Documents:

The terms and conditions of this Agreement are in addition to, and shall supplement the terms, conditions, rules, and regulations that apply to any of your existing City Bank accounts or services of City Bank which you currently use.

Cost of the Business Internet Banking Services:

There are currently no monthly service charges or transaction fees for City Bank's Business Internet Banking Service or Bill Payment Service.

Security:

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, usernames, access codes, marks, signs, public keys or other means of identification. City Bank reserves the right to block access to the Business Internet Banking Service or Bill Pay Service to maintain or restore security to City Bank systems if City Bank reasonably believes your access code(s) have been or may be obtained or are being used or may be used by an unauthorized person(s). You are liable and responsible for all Business Internet Banking Service and Bill Pay Service transactions made using your means of identification, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification otherwise is compromised, you must notify City Bank so that City Bank can take the necessary steps to change the means of identification. You agree to defend, hold harmless and indemnify City Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your City Bank accounts via the Business Internet Banking Service or Bill Payment Service by any person who obtains through you, by whatever means, your means of identification.

Protecting Your Access Code:

You agree that we may send notices and other communications including access code confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that City Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

- keep your access code secure and strictly confidential, providing it only to authorized signers on your account(s);
- instruct each person to whom you give your access code that he or she is not to disclose it to any unauthorized person

- immediately notify us and select a new access code if you believe your access code may have become known to an unauthorized person.

We may suspend or cancel your access code even without receiving such notice from you, if we suspect your access code is being used in an unauthorized or fraudulent manner.

Limit of City Bank and Other Providers' Responsibility:

City Bank agrees to make reasonable efforts to ensure full performance of the Business Internet Banking Service or Bill Pay Service. City Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from City Bank can only be provided on a best efforts basis for your convenience and is not guaranteed. City Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. City Bank is not responsible for any computer virus or related problems which may be attributable to the Business Internet Banking Services or to any services provided by any Internet Services Provider. Neither City Bank, nor any of its affiliates or any of their respective officers, directors, employees or agents, is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of the Business Internet Banking Service or Bill Pay Service.

Acknowledgement of Commercially Reasonable Security Procedures:

By using Business Internet Banking Services or Bill Pay Services you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

Creating and Managing Users:

We offer the ability to create multiple usernames and access codes for various persons within your organization to have access to your account(s) through Business Internet Banking Services and Bill Pay Services each with the access level you designate. In the event a person authorized to access Business Internet Banking or Bill Pay Service is no longer authorized by you for such purposes, you have the obligation to inform City Bank's internet banking department of the change. Such notice must be given separately from any other notices

given to other bank departments or banking centers by calling us at 1-575-258-2265. You may also write us at:

City Bank

Attn: Internet Banking Department
1096 Mechem Drive, Suite 103
Ruidoso, NM 88345

No Other Use:

You may use the Business Internet Banking Service or Bill Pay Service only for your own business use and may not reproduce, sell or distribute all or any portion of the information provided to you by the Business Internet Banking Service or Bill Payment Service.

Change in Terms:

City Bank may change the Business Internet Banking Service terms or Bill Pay Service terms, including fees, set forth in this Agreement or in City Bank's Business Internet Banking Service Agreement, Bill Pay Service Agreement and Fee Schedule at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that, by using the Business Internet Banking Service or Bill Pay Service after a change becomes effective and after you are notified of the change, you are agreeing to the change.

Cancellation:

This Agreement will remain in effect until it is terminated by you or City Bank. You may cancel this Agreement at any time by notifying City Bank by mail to 1096 Mechem Drive, Suite 103, Ruidoso, NM 88345, Attn: Internet Banking Department. City Bank may cancel this Agreement and terminate your use of the Business Internet Banking Service or Bill Pay Service for any reason, at any time. City Bank will use commercially reasonable measures to notify you in advance of any such termination, but City Bank is not obligated to do so.

Business Days/Hours of Operation:

The Bank's business days are Monday through Friday, except holidays on which the Bank is closed. City Bank's Business Internet Banking Service or Bill Pay Service is available 24 hours a day, 7 days a week except during maintenance periods.

Other Terms for City Bank's Online Bill Payment Service:

You may direct City Bank to make payments from your City Bank checking accounts to third parties ("payees") whom you have selected

to receive payment. You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf ("Business Payee") or to any individuals, family, or friends for non-business purposes ("Individual Payees"). Payments may be made only to payees with a U.S. payment address.

Delivery of Your Payments:

You may schedule payments to be initiated on the day that you enter the payment information, on a future date, or on the same date each month, subject to the restrictions in this Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on business days. Bills cannot be initiated on holidays or weekends. If a scheduled bill payment falls on a holiday or weekend it will be paid on the Friday before the weekend, or the last working day before the holiday. The date on which a payment is "initiated" is the date on which we act on your payment instructions.

As you are initiating your payment, you will be asked whether you want your payment to be sent by electronic transmission or by check. In order to send a payment by electronic transmission, your designated payee must be on our list of businesses that are set up to accept electronic transfers. To determine whether your payee is on the list simply type in the payee name and search. All payments not made by electronic transmission are made with a check to your designated payee.

Payments are "processed" two times each business day: at 1:00 a.m. MST and at 11:00 a.m. MST.

You have the right to stop or change any scheduled bill payment until the time it is processed. The following scenarios illustrate City Bank's bill pay schedule:

Scenario One: Any payments entered between 1:00 AM MST and 11:00 AM MST on any business day can be modified or deleted anytime prior to 12:00 noon MST.

Scenario Two: Any payments entered between 11:00 AM MST and 12:59 AM MST on any business day can be modified or deleted anytime prior to 1:00 AM MST.

Stop Payments Are Not Guaranteed:

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment. You may initiate a stop payment request online via the Service ONLY for the payment type of a check not electronic. Stop Payments are not guaranteed. Payees may present payments to their bank before the stop payment has been properly processed. Payments that are in process cannot be cancelled or stopped. If City Bank is successful in processing a stop payment request, please allow up to seven business days for the funds to be credited to your account.

Scheduling Payments:

There will be a delay between the time when you initiate a payment and when the payee receives that payment. Any payments made using the Service require sufficient time for your payee to receive your payment and credit your account properly. Therefore, you should initiate the payment sufficiently in advance of the due date of your payment. We recommend that you initiate payments at least 7 full business days prior to the due date for payments by check and at least 4 full business days for electronic payments. We will not be responsible for any fees, expenses, late charges or losses you may incur as a consequence of late payment if you fail to properly initiate the payment sufficiently in advance of the due date of your payment.

Payment Guarantee:

If City Bank does not properly complete a bill payment on time or in the correct amount, we will reimburse you for any late fees or penalties you are charged up to a maximum of \$25.00 per scheduled payment to a Business Payee that is not received by the scheduled payment date as a result of the failure of a Business Payee to receive a payment made through the Service. In order to be eligible for such reimbursement, you must meet the following conditions:

- (a) You must have properly scheduled the payment to be initiated on a date at least 7 business days prior to the bill's actual due date if payment is being made by check and at least 4 business days if by electronic payment
- (b) You must provide us with the correct Payee name, address, and account information, and with the correct payment amount
- (c) Your checking account must contain sufficient funds to complete the payment
- (d) The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- (e) The Payee must be a Business Payee.

The Bank has the right to refuse any transaction if the Bank reasonably believes such refusal is necessary for security reasons.

Web Site Terms and Conditions:

Please read the following terms and conditions carefully. They govern your access and use of this website. By accessing or using this website, you agree to be bound by these terms and conditions and accept them in full, as they may be modified by City Bank.

No Warranty:

The information and materials contained in this site, including text, graphics, links or other items are provided "as is," "as available". City Bank does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for

errors or omissions in this information and materials. No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

Limitation of Liability:

In no event will City Bank be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if City Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses. Hyperlinks to other internet resources are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by City Bank.

Warranties Disclaimer:

City Bank makes no express or implied warranties concerning the internet banking and bill payment services, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless, and then only to the extent, disclaiming such warranties is prohibited by law.

Severability:

In the event any one or more of the provisions of this Agreement for any reason be determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable.

Governing Law:

The terms and conditions of this Agreement, and any issue relating to an account or service with City Bank which you access through the Business Internet Banking Service or Bill Pay Service shall be governed by and construed in accordance with the laws of the State of New Mexico.

Assignment:

City Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with City Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time. Any assignment made in violation of this provision is void and unenforceable.

Entire Agreement:

This Agreement is the entire agreement between you and City Bank regarding your use of the Internet Banking Service and Bill Payment Service, and it supersedes any prior discussions and agreements between you and City Bank regarding the Internet Banking Service and Bill Payment Service, and supersedes any marketing or other similar material pertaining to the Internet Banking Service or Bill Payment Service delivered to you in writing, verbally or obtained at any City Bank site or the site of any Internet service provider.

Interruptions in Services:

City Bank may on a regular basis perform maintenance on City Bank equipment or services which may result in interruption of the Internet Banking Service or Bill Payment Service. City Bank will not incur any liability to you as a result of any such interruptions.

Business Debit Card

The convenience of the debit card has come to the business world. Forget all the hassles of purchase orders and waiting for your reimbursement check to come in. The Business Debit Card covers all of this and more. It doesn't matter if you are heading to the office supply store or flying around the world for a week long conference, the City Bank Business Debit Card has you covered.

How Does It Work?

The City Bank Business Debit Card gives small business account holders access to funds from their business checking accounts. Cardholders can make purchases at any of the over 12 million locations MasterCard® is accepted. The amount of the purchases will be automatically deducted from the primary business checking account, just like a check! You can also use your card at places which normally don't accept checks.

Multiple Cards Available

Need more than one card per account? No problem, City Bank allows each of its business accounts to have up to four Business Debit Cards. So, no more passing the company credit card around! Each card will have a different number allowing you to know who makes the purchases and where.

Helping You From Start to Finish

As technology grows, we at City Bank strive to grow with it. We are here to help you in transition times within your company. Our friendly Business Debit Card representatives are eager to help you set up your account with as many as four (4) business debit cards. Come by and see us at any of our convenient locations and get your City Bank Business Debit Card today!

The following is the Agreement between City Bank ("Financial Institution") and the business, partnership, corporation, sole

proprietor, or non-profit organization ("the Company" "you" or "your") named in the application, covering the Business Debit Card(s). In this Agreement, the words "you" and "your" mean each person who serves as an Authorized Signer to the account and who signed the application form. The words "we" and "us" mean the Financial Institution.

1. Designated Accounts The Company shall establish and maintain at the Financial Institution a Commercial Checking Account, Small Business Checking Account or Business Interest Checking Account (the "Account").

2. Agreement By signing, using or allowing someone else to use your Card(s) or use an electronic fund transfer service, you agree to the terms and conditions contained in this Agreement. If you do not agree to the terms of the Agreement, you should immediately cut in half all Card(s) and return them to the address listed in this Agreement. You will be responsible for any use of the Card(s) pursuant to the terms of this agreement prior to the receipt of your Cards(s) by the Financial Institution.

3. Authorization The Company authorizes the Financial Institution to debit the Account for any fees, and/or for money disbursed or transferred in connection with Card Transactions as hereinafter provided for in this agreement.

4. Use of Card The Financial Institution will provide up to four (4) Cards to those individuals designated as Authorized Signers for the business account. Each Cardholder will be responsible for selecting a Personal Identification Number (PIN) for their Card if not otherwise provided. Cards may only be used by Authorized Signers to accomplish certain transactions that would result in a withdrawal and/or demand upon the primary Account. The following transactions are permissible under this Section 4 and shall be hereinafter collectively referred to as "Card Transactions."

- a) ATM** Subject to such limitations as may be established from time to time by the Financial Institution and/or the Company, the Account may be accessed by Representatives through the Financial Institution's or other institution's Automated Teller Machines ("ATM") to:
- Make balance inquires regarding the account;
 - Make withdrawals from the Account;
 - Make transfers between Accounts designated by the Financial Institution and selected by you on the ATM application(Financial Institution ATMs only); and
 - Engage in such other transactions added from time to time by the Financial Institution to the foregoing services.

The use of your Card(s) to withdraw money from an ATM will constitute a simultaneous withdrawal from and/or demand upon your primary Account. As a security procedure, you agree to require both a card and a PIN to be used together to obtain cash at designated ATMs.

b) Point of Sale ("POS") You may use your Cards(s) to pay for goods and services at retail locations displaying the MasterCard®

symbol. We shall charge against your account all purchases and all withdrawals made with your Card(s). The use of your Card(s) to purchase goods and services will constitute a simultaneous withdrawal from and/or demand upon your primary Account. You cannot place a stop payment on any transaction made with your Card(s). If you use your Card and a dispute arises with the merchant, you agree to make a good faith effort to resolve the dispute with the merchant. If you cannot resolve the dispute satisfactorily, we will assist you in your effort to resolve such dispute.

You agree that all Card Transactions performed on Business Accounts will be for business purposes only and not for personal, family, or household purposes. You further acknowledge and agree that the Card(s) shall not be treated as a consumer card under provisions of state and/or federal law. You agree to provide written instructions to all Representatives that the Card(s) shall not be used for consumer purposes.

5. Transaction Limits Unless otherwise restricted, a Representative may use the Card(s) at ATM's to withdraw cash from your Accounts, up to the amount of your "Available Balance," not exceeding \$505.00 per day, per Card. The "Available Balance" is your current ledger balance minus any withdrawals, plus any transfers or credits made to your Accounts. The "Available Balance" of the Account also reflects any Overdraft Protection that may be added to the Company's Account. Representatives may use the Card for up to \$1,500 for Point of Sale purchases per day from a business account. No representative may use a Card for a transaction that would cause the outstanding balance of the Account to fall below zero (except in the instance of Overdraft Protection utilization), or transfer money to or from an account which the Company does not have. The Financial Institution may impose additional restrictions on any Representative if the Financial Institution deems such restrictions are necessary to safeguard the Card(s) against misuse or if the Company or any of its Representatives have failed to follow proper procedures.

6. Merchant Holds When the Company uses the Card to rent a vehicle, reserve a hotel room, or to make certain other purchases, the vehicle rental company, hotel, or other merchant (collectively the "Merchant") might initiate a debit hold on the Company's Account at that time. Merchants may initiate debit holds for many reasons, including (without limit) to satisfy any security deposit requirement agreed to by the Company and the Merchant or to ensure that the Company has available funds in their Account when the transaction is completed. Funds in the Company's Account that are subject to a debit hold will not be available for payment of other purchases or ATM withdrawals. Please note that the Financial Institution has no control over when a Merchant releases any debit hold that the Company has previously authorized. The Company acknowledges and agrees that when a Merchant does send the Financial Institution a request to release a debit hold, the released funds will not be available to the Company for withdrawal until the Financial Institution has had a reasonable opportunity to process the request.

7. Liability for Authorized Use If you withdraw, inadvertently or

otherwise, cash from your Account in excess of such available balance, you become liable to us in the amount of the excess plus the amount of any NSF/Overdraft fee plus tax. You will use the Card(s) in accordance with the information provided with your Card(s) and will be responsible for authorized use of the Card(s). Your use or use by anyone with authority, implied or apparent, or for your benefit, constitutes an authorized use. When you receive your Card(s), sign your name in ink on the signature panel. The use of your PIN together with your Card(s) and signature is intended to prevent your Card(s) from being improperly used and constitutes a security procedure. In order to protect this security, do not write your PIN on your Card(s) or keep your PIN close to your Card(s). You should not tell your PIN to anyone.

8. Unauthorized Use The Company is responsible for ensuring that all Cards are used only by Representatives, and for the confidentiality and security of all PINs. The Company shall only be responsible for authorized use of the Cards and PIN numbers. The Company shall promptly notify the Financial Institution (within 60 calendar days of the mailing date of the first statement showing any unauthorized transactions) if it or any Representative believes that any Card has been lost or stolen, or if the PIN has been disclosed to an unauthorized party. After receipt of such notice, the Financial Institution shall promptly void the use of any such Card. The Financial Institution may require the Company to confirm the complaint in writing. If the Company properly notifies the Financial Institution within the designated time frame, then the Company shall have zero liability for such unauthorized transactions. The Financial Institution will provisionally re-credit Company's account within ten (10) business days.

9. Limitation of Liability The Financial Institution makes no representations, warranties or guarantees, expressed or implied, concerning the operations of the Financial Institution's electronic banking system in any portion of this Agreement. In performing the services in this Agreement, the Financial Institution shall not be liable or responsible for any errors, delays, equipment malfunctions or any other acts or omissions unless you prove that such events were caused by our willful misconduct or gross negligence and caused you actual losses. Without limiting the foregoing, the Financial Institution shall not be liable or responsible for delays or errors occurring by reason or circumstance beyond its control. In no event will the Financial Institution be liable for any subsequent or consequential loss or damage, incidental loss or damage, or for lost profits. In any event actual damages shall not exceed an amount equal to the total fees and charges paid by the Company to the Financial Institution relating to the services provided herein during the twelve (12) month period immediately preceding the event giving rise to the Financial Institution's liability.

10. Exceptions to "zero liability" The zero liability protection shall not apply to any ATM transactions or to transactions using your Personal Identification Number that are not processed by MasterCard®. The liability for ATM/PIN based transactions is as follows:

- Up to \$50 liability if reported within 2 days

- Up to \$500 liability if reported after 2 days
- Unlimited liability if reported after 60 days

In the event an investigation by the Financial Institution finds substantial evidence that a Cardholder or Representative was grossly negligent in the handling of the Card or the Account, liability may be re-imposed.

11. No Warrant Regarding Goods and Services The Financial Institution makes no guarantee for the quality, safety, legality or any other aspect of any goods or services purchased by the Company. The Financial Institution is also not responsible for the delivery of such goods or services to the Company.

12. Card Fees The Company agrees to pay fees to the Financial Institution as set forth in the Financial Institution's Schedule of Fees and such other fees as may be established from time to time by the Financial Institution. Financial Institution reserves the right to make future changes in the account and/or Card(s) service charges, subject to our giving you notice as required by law. The Company shall be liable to the Financial Institution for any NSF/Overdraft fee accrued on the Account through the use of the Card. The amount shall be no less than \$29.50 dollars plus tax and is subject to change at the Financial Institution's discretion, with proper notice to you as required by law. NSF/Overdraft fees plus tax shall be charged against the Account for each Card transaction that exceeds the current balance of the Account. Any items that pay from the "Available Balance" will be subject to the NSF/Overdraft fee plus tax.

13. Cancellation We are not, under any circumstances, obligated to reissue a lost or stolen Card(s). We may, without prior notice, cancel or invalidate your Card(s) at any time, and may at our option, cancel this Agreement. Cancellation of the Agreement shall not affect the Company's obligations herein for transactions completed with a Card and PIN, even if such transactions are completed after such termination. If you or the Financial Institution cancel your Card(s), you remain liable for whatever you owe us as a result of the use of your Card(s). You may cancel your Card(s) by cutting all Card(s) in half and returning the pieces to us at the address set forth in the Agreement. If you close all of your Accounts with us, which are accessible by the Card(s), you agree to return the Card(s) to us at the address set forth in this Agreement.

14. Records and Statements You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations) resulting from the use of the Card(s). You should also mark each transaction in your account record. You will get a monthly account statement from us for your business Account that will also include a record of transactions made using your Card(s). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

15. Error Resolution You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will

not, in any circumstances, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise.

16. Disclosure of Account Information to Third Parties We will disclose information to third parties about your Account or transfers you make:

- Where it is necessary for completing transfer;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission.

17. PINless MasterCard® Debit Transactions City Bank MasterCard® Debit Card allows you to conduct transactions on the Pulse and Cirrus debit networks, which will generally require you to enter your Personal Identification Number (PIN). Various merchants are authorized to accept debit card payments without requiring entry of your PIN; these transactions are called "PINless debit transactions". PINless debit transactions are not considered MasterCard® transactions and are not covered by MasterCard's® Zero Liability Policy.

18. Assignment The Company may not assign any of its rights in part or in whole under this Agreement without the Financial Institution's written consent which may be withheld for any reason. The Financial Institution reserves the right to assign this Agreement and to delegate any of its functions hereunder any assignment made in violation of this provision is void and unenforceable.

19. Notices Any notice required to be given or provided in writing under this Agreement shall be delivered by certified mail, return receipt requested, to the Financial Institution at: 1096 Mechem Drive, Suite 103, Ruidoso, NM 88345. The Company may also notify the Financial Institution via phone by calling 1-575-258-2265.

20. Expenses Incurred in Collection If the Financial Institution brings suit against the Company or Representatives or takes other actions to enforce this Agreement, the Company shall pay the Financial Institution's costs and expenses and attorney's fees.

21. Change of Terms The Financial Institution may change the terms of this Agreement at any time in order to comply with applicable laws, regulations and rules. Such amendments shall become effective immediately upon written notice to the Company. Other amendments may be made by the Financial Institution for any other reason and shall become effective upon thirty (30) day written notice to the Company.

22. Terms The section headings in this Agreement are for convenience only and do not in any way limit or otherwise define the rights and liabilities of the parties. In the event of any inconsistency between the provisions of this Agreement and applicable federal or state law, this Agreement will be deemed modified to the extent necessary to eliminate the inconsistency. No waiver of any right or obligation

hereunder by either party on any occasion shall be deemed to operate as a waiver on any subsequent occasion.

23. Applicable Law The validity, construction and enforcement of this Agreement, and all matters arising out of the issuance and use of the Card(s) and electronic fund transfers, shall be governed by the laws of the State of New Mexico to the extent not preempted by federal law. Normal banking customs and practices shall also apply and be used to construe this Agreement and the use of the Card(s) hereunder. We may amend this Agreement at any time. Notice of such changes will be given to you as required by law. To the extent any use of your Card(s) constitutes a “Funds Transfer” under Article 4A of the Uniform Commercial Code (as enacted in New Mexico under Article 4A of the New Mexico Business and Commerce Code), and/or this Agreement conflicts with our Deposit Agreement with you, this Agreement controls. Except as provided in the preceding sentence, our Deposit Agreement shall apply, including the provisions on Funds Transfer.

ATM/Debit Card Safety Tips

Customers should always use good judgment and be conscious of their surroundings when using an ATM. These tips are helpful suggestions, but the best advice is simply not to use an ATM if you feel uncomfortable in doing so. ATMs provide convenience, but they haven't replaced the bank teller. If you prefer, conduct your business in the bank lobby.

Protecting Your ATM and Debit Card:

- Always protect your ATM or Debit Card and keep it in a safe place, just like you would cash, credit cards, or checks.
- Do not leave your ATM or Debit Card lying around the house or on your desk at work. No one should have access to the card but you. Notify your bank immediately if it is lost or stolen.
- Keep your Personal Identification Number (PIN) a secret. Never write it down anywhere, especially on your ATM or Debit Card.
- Never give any information about your ATM card, Debit Card, or PIN over the telephone. If you receive a call (supposedly from your bank or the police) wanting to verify your PIN, do not give that information. Notify the police immediately.
- Do not expose your card's magnetic stripe to magnetic objects.
- Report a lost or stolen card immediately to your bank. This will reduce the chance that it will be used for the wrong reasons. Prompt notice to the bank will limit your liability for unauthorized transactions.
- Contact the bank if you notice any suspicious or unauthorized ATM or Debit Card transactions on your monthly statement.

Using an ATM:

Be aware of your surroundings, particularly at night. If you observe or sense suspicious persons or circumstances, do not use the machine and leave the area at once.

- Have your ATM or Debit Card ready and in your hand as you approach the ATM to reduce the time spent at the ATM. Don't wait to get to the ATM and then take your card out of your wallet or purse.
- Make sure that no one can see you enter your PIN number. Use your body to “shield” the ATM keyboard as you enter your PIN into the ATM.
- To keep your account information confidential, always take your receipts or transaction records with you.
- Do not count or visually display any money you received from the ATM. Immediately put your money into your pocket or purse and count it later.

Special Precautions for Using an ATM at Night:

- Park close to the ATM in a well-lit area. If the lights at the ATM are not working, do not use it. If shrubbery is overgrown or a tree blocks the view, select another ATM and notify the bank.
- Take another person with you if possible.

Drive-up ATM Security:

- If you are using a drive-up ATM, be sure passenger windows are rolled up and all doors are locked. If you leave your car and walk to the ATM, lock your car.
- If there is a line at the ATM, always leave enough room between vehicles to allow for a quick exit should it become necessary.
- Before rolling down the window to use an ATM, observe the entire area.
- Minimize the time spent at the ATM.
- Cancel your transaction and drive away immediately if anyone or anything looks suspicious.
- If anyone appears to follow you after making an ATM transaction, drive immediately to a well lit, crowded area and call the police.

Point-of-Sale (POS) Security:

- Never allow a cashier or any other person to enter your PIN for you, even if they are helping you with the transaction.
- When using a POS terminal, block the view of others when using your PIN.

- Make sure the transaction is complete and look at your receipt before leaving.
- If you receive cash back from a transaction, always secure it before leaving the area.
- When using an outdoor POS terminal such as a gas station, observe your surroundings before making a transaction. Leave the area immediately if anyone or anything looks suspicious.
- It is always a good idea to take another person with you when using an outside POS terminal at night.
- If anyone appears to follow you after using a POS terminal, drive immediately to a well lit crowded area and call the police.

Signature Based Transactions:

- Signature-based transactions are backed by the MasterCard® guarantee of 0% liability for unauthorized use of your card.
- Signature-based transactions provide a means of making purchases without the hassle of having to remember a PIN number.
- PIN based transactions carry a greater consumer liability in the event of unauthorized transactions. (Refer to Reg. E policies- Unauthorized Transfers in new account disclosures)
- \$50 liability if reported within 2 days
- \$500 liability if reported after 2 days
- Unlimited liability if reported after 60 days

ATM/Debit Card Crime:

These tips are meant to make you aware that although rare, ATM crime can happen. Preventing such a crime must be a cooperative effort between you and the bank.

Commercial Account Analysis

Fee Schedule

Effective September 2011

SERVICES	CHARGES
COLLECTION SERVICES	
Deposits	\$0.40
Deposited Items	
Items on us and other local banks	\$0.05
Items on Regional settlement centers	\$0.06
Collection Items	\$15.00
DISBURSEMENT SERVICES	
Checks Paid	\$0.20
Outgoing Wire Transfer-Domestic	\$15.00
Outgoing Wire Transfer-Foreign	\$45.00
Incoming Wire	\$10.00
MAINTENANCE and OTHER SERVICES	
Account Maintenance (Monthly)	\$10.00
Charge Backs	\$5.00
Rolled Coins (per roll)	\$0.05
Strapped Currency (per \$1000)	\$0.10
Insufficient Funds Check	\$29.50
Overdrawn balance charge	12% per annum
Reserve Requirements	10.0%
Stop Payment	\$27.00
Cashier's Check Fee	\$3.00
EARNING CREDIT RATE	
The earnings rate applied to the net investable balance will be based on the monthly average federal funds rate. All fees subject to sales tax.	
FDIC ASSESSMENT FEE	
The fee applied to the monthly average ledger balance based on the bank's quarterly FDIC assessment. All fees subject to sales tax.	

Schedule of Fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Balance Inquiry by telephone	\$1.00
Telephone transfer from one account to another	\$1.00
Account activity printout	\$2.00
Requests for additional statements per cycle	\$5.00/statement
Automatic transfer	\$1.00
New account closed within 90 days of opening**	\$10.00
Return Mail	\$5.00
Hold Mail	\$10.00/month
DDA Account Inactivity (After 6 months) (Inactivity is no deposits or withdrawals)	\$5.00/month
Chargebacks (Deposited items returned unpaid)	\$5.00
Nonsufficient items (NSF) paid or returned	
Overdraft Paid Fee - OOPS	\$29.50
Overdraft Paid Fee - NSF	\$29.50
Return Item Fee	\$29.50
Account research (\$20.00 minimum, plus copying fee of \$1.50 per page)	\$20.00/hour
Account balancing assistance (\$20.00 minimum)	\$20.00/hour
Stop payments (all items)	\$27.00
Stop payment for cashiers check	\$50.00
Cash withdrawal from ATMs we do not operate*	\$1.00
Transfer funds at ATMs we do not operate*	\$1.00
ATM card (Replacement)	\$3.00
Debit card (Replacement)	\$3.00
Outgoing domestic wire transfers	
Customer	\$15.00
Non-Customer	\$20.00
Incoming domestic wire transfers	
Customer	\$10.00
Non-Customer	\$15.00
Outgoing foreign wire transfers	\$45.00
Check Printing (fee depends on style of check) 3 personal style checks available at no charge	
Cashier's checks	
Customer	\$3.00
Non-Customer	\$5.00
Traveler's checks	1% of amount purchased
Collections	\$15.00
Non-Customer check cashing	\$5.00 or 1% of total whichever is greater
Non-Customer using our ATMs	\$2.50
Photocopies	\$.10 per page
Loose Coins	\$5.00 or 1% of total whichever is greater
Safe deposit boxes available upon request*** Key deposit	\$10.00
Freezes/Garnishments/Levies	\$50.00/each occurrence/ each account plus any reasonable legal fees

Foreign Check Processing	
Canadian	\$15.00 (per check)
Other Countries	\$90.00 (per check)
Foreign Return Check	\$30.00
(In addition to foreign check processing fee)	

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*Not responsible for ATM terminal owner imposed fees. **Not applicable to free checking account. ***Not FDIC Insured. Price based upon size and availability. † All fees subject to sales tax.

Debit/ATM Card Limits

Debit card / ATM withdrawal daily limit	\$505.00
Point-of-sale daily limit	\$1500.00

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MEMBER FDIC

City Bank[™]
NEW MEXICO