



2014-1037



Rev. 12/2013

Cash Management Services Online Banking Agreement

☒ Initial ☐ Amendment

This agreement (the "Agreement") is between City of Republic ("Principal") and The Bank of Missouri ("Bank") for the delivery of the Cash Management System as described below.

Section 1. Definitions

Accounts: Any Commercial or Personal Account as included on the Cash Management Application and approved by the Bank in writing.

User: Any Individual that Principal has authorized the access and use of the Cash Management System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download Principal's information and process transactions.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The current balance of the Account minus holds, and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a member of the Cash Management System, Principal and User may request any of the services listed below. The specific services selected by the Principal are set forth in **ADDENDUM A** which Principal agrees may be updated from time to time.

- a. Perform Account inquiries on Account data and transaction history on the Accounts.
- b. Initiate stop payment requests in accordance with **ADDENDUM F**. Principal understands the electronically transmitted stop-payment orders are pending final verification that check has not been processed and that stop-payment is valid. The Bank must receive the stop-payment order in time to allow the Bank reasonable opportunity to act on it before the stop-payment cut-off time which is one hour after the opening of the next banking day after the banking day on which the Bank receives the item.
- c. Request a wire transfer Principal and User understand that wire transfers received after the bank's cut-off time (1:00 p.m. Central Time) will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire Transfer requests must be made in accordance with the appropriate Wire Transfer Agreement, see **ADDENDUM E**.
- d. Send and receive message (to and from the Bank). Messages to the Bank will automatically be routed to appropriate Bank personnel/department. Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Bank. Principal and User are responsible to periodically check for messages sent to and from the Bank.
- e. Initiate transfers between any accounts set up within Cash Management with the exception of time accounts. Money market and savings accounts are limited to six pre-authorized automatic transfers or withdrawals per month. Transfers/withdrawals in excess of six may be subject to a fee.
- f. Principal is not permitted to transfer more than the available balance from deposit accounts.
- g. Initiate ACH transactions. ACH Principal understands that ACH transactions received must provide for a one business day lead prior to the effective due date. Transactions received after the Bank's cut off time (3:00 p. m. Central Standard Time) will not be processed until the following business day. ACH transactions must be in accordance with the appropriate ACH Origination Agreement, refer to **ADDENDUM B**.
- h. Perform Account Reconciliation.
- i. Principal can utilize any report functions for requested services.

Section 3. Acknowledge of Principal

- a. Principal and User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Cash Management System. As of the date of this Agreement, the necessary equipment includes:

IBM compatible PC with Windows 2000 or XP

Internet Explorer or Netscape Navigator with 128 bit encryption.

NACHA (National Automated Clearing House Assoc.) capabilities is required for various ACH capabilities.

Bank will notify Principal of changes in equipment requirements.

- b. Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.
- c. Principal will receive periodic electronic updates. Principal can receive a copy of the User's Manual upon request. The User's Manual can be accessed by Principal through the on-line help screen.
- d. Principal agrees to notify Bank promptly and in writing of any circumstances of which Principal has knowledge relating to any possession, use, or use of any portion of the Cash Management System and the User's Manual by an unauthorized person.

- e. Bank agrees to conduct initial training for the Principal to set up the initial security provisions for the Cash Management System. Bank is not responsible for Principal's actions or negligence in setting up Principal's security access to Cash Management System to appropriate employees and assigning User IDs to such appropriate employees. Principal and User will not make any passwords or User IDs available to any non-authorized persons. Bank offers a further security procedure under Cash Management whereby the Principal and the Bank can establish dollar limits for transactions (refer to Addendums). Bank and Principal agree that the password, User ID, and dollar limits security procedures provided under the Cash Management System are commercially reasonable and the parties further agree that transactions conducted under the password and User IDs shall be deemed to be authentic payment orders binding on the Principal. Principal is responsible for all transactions made through the User ID and password security system, regardless such transaction was authorized.
- e. Bank will not be liable for non-authorized use of the Cash Management System or for any losses that may result. Principal or User will notify Bank immediately if Principal or User believes that a Users ID and/or password has been used without Principal's permission.
- f. Principal and User will not disclose any information pertaining to its use or the components of the Cash Management System.
- g. Principal has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledges that this Agreement is in addition to any of these agreements and disclosures.
- h. Our Cash Management System is generally available to the Principal 24 hours a day, seven (7) days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 5:00 p.m. will be processed on the next business day. Holidays, which may include the eve of a holiday, are not included. Periodically the system may be down for system maintenance or circumstances beyond our control.
- i. Principal will continue to receive regular or electronic account statements that describe all transactions for the Accounts including the transactions that Principal has initiated through the Cash Management System. Principal is responsible to promptly review all statements and report in writing any irregularities to the Bank at once. For all electronic transactions governed by Reg. E, errors must be reported in writing within sixty (60) days; other discrepancies must be reported within thirty (30) days after the statement date.
- j. Principal acknowledges that fees for the Cash Management System will be paid monthly as disclosed on the Bank Cash Management System Fee Schedule, refer to **ADDENDUM D**. These fees are in addition to any fees and service charges currently being paid. Any pricing or policy changes adopted by Bank in future will constitute modifications or addends to the Agreement but will not nullify it.
- k. This Agreement shall continue until Bank receives written notification of Principal's revocation or until Bank advises Principal in writing that Bank will not continue this service for Principal. Termination by either party does not relieve Principal of its liability for transactions or responsibilities for payment of all fees incurred prior to termination.
- l. The Bank agrees to add/terminate services provided to the Principal within a reasonable time period after receipt by the Bank of written notice by the Principal, refer to **ADDENDUM A**.

Section 4. Acknowledgments, Responsibilities, and Liabilities of Bank

- a. Bank will provide training on use of Cash Management.
- b. Except for acts of gross negligence or willful breach of duties by Bank, Bank will not be liable to Principal for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.
- c. Bank makes no warranties or representations with respect to the Cash Management System software, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Section 5. Joint Acknowledge and Representations

- a. This agreement is governed by and will be interpreted under the laws of the State of Missouri.
- b. This agreement incorporates by reference all information on Principal's Account Application which Principal represents as true and complete in all respects.
- c. Principal has read and understands this Agreement and has had opportunity to review this Agreement with an advisor of its choice if so desired.

d. Upon occurrence of any overdraft incurred in the Accounts, Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any Account listed on the Account, Application, and (ii) withhold from processing any transaction generated on the Account (including Cash Management System generated) until sufficient collected funds to cover such transaction have been credited to the Accounts.

e. Each party represents and warrants to the other that it is authorized to enter into this Agreement.

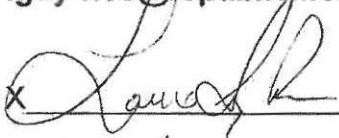
f. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

Section 6. Signatures

By signing below, the Principal hereby accepts and agrees to the terms and conditions of this Agreement.

Principal: **City of Republic**
Address: **213 N. Main Street**
Republic, MO 65738

Phone: **(417)732-3130**
FAX **(417)732-3149**
E-Mail **lguy-rice@republicmo.com**

By: X  Title: Director of Finance

X N/A Title:

Date: **03/24/2014**

By the signature of Bank's authorized officer below, Bank hereby accepts the terms and conditions of this Agreement.

Location: **THE BANK OF MISSOURI**
520 E. Elm Street
Republic, MO 65738

Phone: **(417)732-4600**
FAX **(417)732-4640**
E-Mail **info@bankofmissouri.com**

By: X  Title: Senior Vice President

Date: **03/24/2014**

**Addendum A
Services**

Principal: City of Republic

1. This agreement, made this 24th of March, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.
2. Bank agrees to provide the services below selected by the Principal.
3. Principal agrees to provide the Bank with written notice if Principal wishes to modify services as stated below.

- | | |
|-------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | Account Inquiry |
| <input checked="" type="checkbox"/> | Transfers |
| <input checked="" type="checkbox"/> | Outgoing Domestic Wire Transfers |
| <input checked="" type="checkbox"/> | ACH Batch Origination |
| <input checked="" type="checkbox"/> | Bill Payment |
| <input checked="" type="checkbox"/> | Stop Payments |

By initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: gfe
Date: 03/24/2014

PRINCIPAL'S initials: CPR
Date: 03/24/2014

Addendum B

**THE BANK OF MISSOURI
PREAUTHORIZED TRANSFER
OF ELECTRONIC DEBITS AND/OR CREDITS
(ACH) AGREEMENT**

THIS AGREEMENT IS MADE THIS 24th day of March, 2014 by and between City of Republic (the "Principal") and THE BANK OF MISSOURI (the "Financial Institution").

The Principal has requested that the Financial Institution permit it to initiate entries to accounts maintained at the Financial Institution and other financial institutions by means of its correspondent banks, the Mid-America Payment Exchange (MPX) and/or the National Automated Clearing House Association (NACHA). The Financial Institution has agreed to do so on the terms of this Agreement.

Now, therefore, the Principal and the Financial Institution agree as follows:

1. Rules. The Principal acknowledges receipt of a copy of the ACH Operating Rules (as amended from time to time, the "Rules"). The Principal agrees to comply with and be bound by the Rules. The Financial Institution agrees to inform the Principal of applicable revisions to the Rules of which the Financial Institution has knowledge.

2. Transmission of Entries; Security Procedures. The Principal will transmit all debit and credit entries to the Financial Institution at the location, on or before the deadlines, described on **Exhibit B** to the Agreement. The Principal will conform all entries to the format, content, and specifications contained in the Rules. The Principal and the Financial Institution will comply with the security procedures described in **Exhibit C** to the Agreement. The Principal authorizes the Financial Institution to transmit all entries received by the Financial Institution from the Principal in accordance with the terms of this Agreement, and to credit or debit such entries to the specified accounts.

3. Financial Institution Obligations. In a timely manner and in accordance with the Rules, the Financial Institution will process, transmit, and settle for the entries received from the Principal which comply with the terms of the Agreement, including the security procedures.

4. Warranties. The Principal warrants to the Financial Institution all warranties the Financial Institution is deemed by the Rules to make with respect to entries originated by the Principal. Without limiting the foregoing, the Principal further warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules; (b) each debit entry is for a sum which, on the settlement date with respect to it will be owing to the Principal from the party whose account will be debited, is for a sum specified by such party to be paid to the Principal, or is a correction of a previously transmitted erroneous credit entry; (c) the Principal will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A, if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Principal shall indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

5. Provisional Credit. The Principal acknowledges that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

6. Settlement. The Principal will maintain an offset account with the Financial Institution at all times during the term of this Agreement. The Principal will maintain in the account, as of the applicable settlement date, available funds sufficient to cover all credit entries or all debit entries initiated by it. The Principal authorizes the Financial Institution to debit or credit its account on the applicable settlement date in the amount of each offset entry.

7. Cancellation or Amendment. The Principal shall have no right to cancel or amend any entry/file after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Principal to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described on **Exhibit C** of the Agreement. The Financial Institution shall have no liability if it fails to effect the cancellation.

8. Rejection of Entries. The Financial Institution shall reject any entry, including an on-us entry, which does not comply with the requirements of Section 1 of this Agreement and may reject any entry if the Principal is not otherwise in compliance with the terms of the Agreement. The Financial Institution shall notify the Principal by telephone, e-mail or FAX of such rejection no later than the business day such entry would otherwise have been transmitted by the Financial Institution to the ACH or, in the case of an on-us entry, its effective entry date.

9. Notice of Returned Entries. The Financial Institution shall notify the Principal by e-notice or FAX upon receipt of a returned entry from the ACH originated item no later than one business day after the business day of such receipt. The Financial Institution shall have no obligation to re-transmit a returned entry if the Financial Institution complied with the terms of this Agreement with respect to the original entry.

☒ E-Notice (E-document registration required)

☐ Fax Number _____

10. Notification of Change. The Financial Institution will notify the Principal of all notification of changes received no later than two (2) business days after the receipt of the entries by U. S. mail, e-mail or FAX. The Principal agrees to make the changes submitted within six (6) banking days of the settlement date of the original entry or before the next "live" entry, whichever is later. If the Notification of Change is incorrect, the Principal will generate a refused notification of change and deliver it to the Financial Institution.

11. Reversals. The Principal may initiate reversing entries or files of entries as permitted by the Rules. In doing so, the Principal warrants that for file reversals, it has initiated the file(s) within five (5) banking days of the original file(s) and within twenty four (24) hours of discovery of the error. For reversing entries, they must be initiated within five (5) banking days of the original entry and the account holder of the reversing entry must have been notified of the reversal, and the reason for the reversal, no later than the settlement day of the reversal. For both reversing entries and files, the Principal indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

12. Periodic Statement. The periodic statement issued by the Financial Institution for the Principal's account will reflect entries credited and debited to the Principal's account. The Principal agrees to notify the Financial Institution within a reasonable time, not to exceed thirty (30) days after the Principal receives a periodic statement, of any discrepancy between the Principal's records and the information in the periodic statement.

13. Fees. The Principal agrees to pay the Financial Institution for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as **Addendum A**. The Financial Institution may change its fees from time to time upon notice to the Principal.

14. Liability. The Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. In no event shall the Financial Institution have any liability for any consequential, special, punitive, or indirect loss or damage that the Principal may incur or suffer in connection with this Agreement. In addition, the Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, and other conditions beyond the Financial Institution's control.

15. Inconsistency of Name and Account Number: The Principal acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

16. Acknowledgement that Entries May NOT be Initiated in Violation of the Laws of the United States: The Principal acknowledges that it will not generate transactions that violate the laws of the United States, including the sanction laws administered by OFAC.

17. Termination: The Financial Institution may amend the terms of the Agreement from time to time by notice to the Principal. The Financial Institution reserves the right to suspend or terminate this Agreement immediately upon providing written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Financial Institution's rights or the Company's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Company with respect to services performed by the Financial Institution prior to termination. The Company may terminate this Agreement within ten (10) days notice. Such termination shall be effective on the second business day following the day of the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on **Exhibit D** to the Agreement. This Agreement shall be governed by and construed in accordance with the law of the state in which the Financial Institution is located.

THE BANK OF MISSOURI

By:  Title: SVP - Retail Deposit Manager

Date: 03/24/2014

Principal City of Republic

By:  Title: Director of Finance

Date: 03/24/2014

Exhibit B

Delivery location:

Tape, diskette or paper should be delivered to:

**The Bank of Missouri
906 N. Kingshighway
Perryville, MO 63775**

All FAX deliveries are to be sent to:

(573) 547-1826

Financial Institution Processing:

Tape, diskette, or paper should be delivered to The Bank no later than 3:00 pm; **TWO** business days prior to origination date.

Transmission should be received no later than 3:00 pm **ONE** business day prior to origination date.

If you generate your own entries, then you should complete the effective entry date field in the ACH batch header record with the banking day you would like the file to be settled.

A schedule of legal holidays is provided to the company to alert them to non-processing days at www.bankofmissouri.com.

Exhibit D

AUTHORIZED REPRESENTATIVES

THE BANK OF MISSOURI

James E. Hennemann
Chief Technology Officer

Marla Barber
Information Security Officer

Velma T. Sutterer
Deposit Administrator

Judith L. Ernst
Sr. Retail Deposit Manager

Martha J. Rollet
Chief Operations Officer

Jaime M. Reisenbichler
E-Banking Specialist

Principal: City of Republic

Name: Laura Guy-Rice
Title: Director of Finance

Name:
Title:

Name:
Title:

Name:
Title:

Number of security tokens distributed: 2 (341187870/341187871)

Received by:  **DATED: 03/24/2014**

Addendum E
Wire Transfer Agreement

The Bank of Missouri
Funds Transfer Agreement

THIS AGREEMENT is between The Bank of Missouri ("Bank") and City of Republic ("Customer"). In consideration of the mutual covenants contained herein, Bank and Customer agree as follows:

1. **Wire Transfer Authorization.** Customer hereby authorizes Bank to honor, execute and charge any designated deposit account maintained by Customer at Bank (whether one or more, the "Account") without limit as to amount (unless an amount limit is specified by Customer to Bank from time to time), any and all telephonic or other verbal request, or facsimile, or electronic transfer requests via the Bank's electronic banking system for the transfer of funds when such requests or orders (a) are received from a person identified as an authorized representative of Customer (an "Authorized Person"), and (b) are made in compliance with Bank's transfer procedures under this Agreement. Bank is authorized to transfer funds from an Account at the Bank (a) to any other specified deposit account maintained by Customer whether such account is with Bank or another financial institution; (b) to any deposit account of a third party whether such deposit account is with Bank or another financial institution, this would include transfers to an affiliated company with a similar but not identical name, as well as any movement of funds from Customer's account at the Bank to "Pay Upon Proper Identification" of any company, individual or representative of any company; or (c) for the account or for credit to Customer.

2. **Security Procedures.** (a) Customer agrees that Bank will assign to an Authorized Cash Management Administrator, a security ID and PIN, ("Personal Identification Number") or other security procedures (**Exhibit C**) which shall be used by such Authorized Person to initiate and authenticate funds transfer requests initiated via the Bank's electronic banking system, telephonic or other verbal transfer request. Bank shall be entitled to rely conclusively upon the authority of a person to make a transfer and issue other instructions to Bank if such person uses a Password and Personal Identification Number of an Authorized Person.

(b) Customer agrees to supply to Bank any additional forms or information which Bank may reasonably request including, but not limited to, transfer authority, accounts to be affected, dates of transfers, supplemental instructions and further evidence of any Authorized Person's authority to transfer funds or to do any other act contemplated hereunder.

(c) Customer agrees to promptly report to Bank by telephone and in writing any breach of confidentiality of any Password, Personal Identification Number, or other security procedures, and to notify the Bank of the termination of any Authorized Person from Customer's employment.

(d) Following the receipt of any request, Bank reserves the right to verify or authenticate any request for a transfer or other request by any means which Bank may deem

appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Customers agrees that if and when the Bank attempts to confirm transfers a delay may occur as a result of the Bank not being able to obtain an independent confirmation. Bank shall have no duty to verify or otherwise confirm electronic, telephonic or other verbal instructions before acting thereon. Bank shall not be liable for its refusal to honor any request or instruction if Bank in good faith is unable to satisfy itself that the request or instruction is given by an Authorized Person.

(e) Customer hereby agrees and consents to the security procedures set forth herein, and such security procedures as may be implemented by Bank from time to time. Customer acknowledges and agrees that such procedures are commercially reasonable.

3. Sufficient Funds. Customer represents that each Account to be debited will contain sufficient available or collected funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. But if the Bank does execute a transfer of funds that creates an overdraft, Customer shall immediately pay on demand the amount of the overdraft.

4. Recordation of Certain Transfer Orders. Bank may record all telephonic instructions received by Bank from Customer and may retain such recordings in accordance with Bank's policy relating to such recordings.

5. Examination of Records. Bank will make confirmations to Customer of all transfers made to or from its account at the Bank by mail or using other means designated by Customer. Customer shall maintain a hard copy record of each transfer request and shall compare its records with the confirmations provided by Bank within ten (10) days of receipt and notify the Bank of any discrepancies. Customer agrees to promptly examine bank statements for the Account. Customer agrees to report any discrepancies (a) between the records of the transfers shown on the statements for the Account and the transfers shown on the statement for any other deposit account of Customer, or (b) between the Customer's records of such transfers and any statement for the Account, in writing to Bank within sixty (60) days after statement date.

6. Obligation to Make Transfers. Bank agrees to make transfers and otherwise act upon requests made in compliance with this Agreement as promptly as is practicable having due regard for its volume of other transfer requests and shall incur no liability to Customer for delays in implementing instructions after such requests have been received by Bank. Bank shall have no liability to Customer for failing to make a transfer or failing to take any other action on or before any deadline contained in a request. Transfer instructions received after cut-off hours as Bank may from time to time establish may be honored as of the following Bank business day. Bank shall have no obligation to make any transfer unless the affected Account contains sufficient available or collected funds to cover such transfer. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Agreement. Bank shall promptly notify Customer that a transfer was delayed or not made.

7. Conflicting Demands. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, after notice to Customer, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act.

8. Time Limit. Unless otherwise prohibited by Article 4A of the Uniform Commercial Code, Customer may not bring any claim against the **Indemnified Parties** arising directly or indirectly out of this Agreement or the performance of the transfers contemplated hereunder more than one year after the cause of action accrued.

9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri and applicable federal laws.

10. Problem Areas. From time to time, Bank experiences various difficulties in transferring funds to certain countries ("**Problem Areas**"). Those difficulties include (but not by way of limitation) (a) excessive delay in applying funds, (b) incorrect application of funds, (c) disappearance of funds, (d) excessively slow response to inquires, or (f) government restriction on the transfer of such funds. Bank may identify such Problems Areas from time to time. Customer hereby acknowledges and assumes any expense in connection with such transfers, which may be incurred by Bank in addition to normal and customary charges. Customer is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals or agencies. Noncompliance may result in the delay of funds transfer, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

11. Foreign Currency. If a transfer (whether by Draft or otherwise) is in currency other than U. S. Dollars, the rate of conversion shall be according to Bank's then stated rate. If a transfer is in U.S. Dollars, but is to be converted by Correspondent to the currency of the place of payment, then such conversion shall be at Correspondent's conversion rate at time of payment.

12. Liability: Indemnities: Remedies. (a) Bank's only responsibility and liability to Customer from and against all liabilities, claims, losses, costs, expenses (including reasonable attorneys' fees and costs), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the "**Claims**") caused (including Claims caused by Bank's negligence or gross negligence), incurred, suffered by, or asserted against Bank arising out of or resulting, directly or indirectly, in connection with this Agreement or the transfer contemplated herein shall be to compensate Customer as expressly provided by the Uniform Commercial Code Article 4A; as adopted by the State of Missouri.

(b) Customer agrees to hold harmless, defend, and indemnify Bank, its officers, directors, agents, employees, and all persons in privity with it (the "**Indemnified Parties**") from and against any and all liabilities, claims, costs, expenses, losses and

damages of any and every kind (including reasonable attorneys' fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Customer in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph.

(c) Bank's limited responsibility and liability as set forth herein constitutes customer's sole and exclusive remedies under this agreement in lieu of all other remedies, whether expressed or implied and whether at law or in equity, and bank hereby disclaims, and customer waives (all claims for consequential damages and all claims regarding loss of revenue, income, profit, and use, or damages) and relinquishes customer's right to any other remedy and to all customer's claims. The extent of liability that may be imposed on Bank is limited strictly and solely to the circumstances and amounts as set forth above.

(d) Bank may use Correspondents or other agencies in connection with any transaction hereunder, but shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to Bank or to such Correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency.

13. Force Majure. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Banks reasonable control.

14. Fees. Customer agrees to pay Bank's prevailing charges in effect from time to time for providing the services utilized hereunder and Bank may charge Customer's account therefore. Customer agrees to reimburse Bank upon demand if such fees are not paid in accordance with the terms hereof.

15. Term. This agreement may be terminated by either party upon not less than thirty (30) days written notice to the other, and any such termination shall be effective upon the date specified in such termination notice. Upon any breach of this Agreement by Customer, Bank may immediately terminate this Agreement upon written notice to Customer. No termination hereunder or expiration of this Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration.

16. Entire Agreement. This Agreement supersedes and acts to rescind all prior agreements between the parties with regard to the subject matter of this Agreement. Customer agrees that it has not relied on any statements, representations, agreements, or warranties except as expressed herein. Except as specifically provided herein, this Agreement can only be modified or amended by mutual written agreement of the parties.

17. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deleted, and the remainder of this Agreement shall be enforced as if such invalid, illegal, or unenforceable provision had never been contained therein.

18. Parties Bound. This Agreement is a legal, valid, and binding obligation of Customer and Bank. For the purposes of this Agreement, "Bank" shall mean and include the officers, employees, agents, and representatives of Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; however, this Agreement may not be assigned by Customer without prior written consent of Bank.

19. Notice. Except as otherwise provided, all notices required or permitted under this Agreement shall be deemed to have been given (a) when delivered in hand by messenger or overnight courier service, (b) on the third banking business day when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below, or (c) upon receipt of an acknowledged facsimile transmittal. Either party may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

20. Non-Waiver. No delay or omission by either to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either party of any covenant to be performed by the other or any breach by the other shall not be construed to be waiver of any succeeding breach or of any other covenant.

21. Title to paragraphs. The titles to the paragraphs used in this Agreement are for reference purposes only and shall not be used to interpret the contents thereof.

EXECUTED as of **March 24th, 2014** by the duly authorized representatives of the parties hereto.

THE BANK OF MISSOURI

By: Judith D. Ernst
Title: SVP - Retail Deposit Manager

Principal: **City of Republic**

By: Laurel H.
Title: Director of Finance

Addendum D
Fee Schedule

Principal: City of Republic

This agreement, made this 24th day of **March**, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.

1. Principal authorized Bank to debit Account to a pay monthly maintenance fee assessed according to the schedule below. Principal acknowledges that additional accounts opened and set up on Cash Management may alter their monthly maintenance fee.

2. Bank reserves the right to modify this fee schedule upon providing Principal with **30 days written notice**.

3. The following monthly base fee will be charged directly to the designated account as indicated on the Internet Banking Application.

☐ **\$14.95 - Expanded Online Banking**

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token

☐ **\$24.95 - Enhanced Online Banking**

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- ACH Batch Origination
 - Maximum of twenty-five (25) debit and/or credit entries per month
 - Additional ACH entries shall incur a charge of \$1.00 per debit and/or credit
 - Late or corrected batch files shall incur a charge of \$44.75 per batch
- Bill Payment
 - Twenty-five (25) per month
 - Additional shall incur a charge of \$0.50 per item
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token
 -

☒ **\$49.95 - Ultimate Online Banking**

- Account Inquiry
- Transfers
 - Unlimited with the exception of Money Market and Savings accounts (refer to Section 2.e of the On Line Services Agreement)
- Outgoing Domestic Wire Transfers
 - Four (4) per month
 - Additional shall incur a charge of \$24.75 per wire transfer
- ACH Batch Origination
 - Unlimited debit and/or credit entries
 - Late or corrected batch files shall incur a charge of \$44.75 per batch
- Bill Payment
 - 25 payments per month
 - Additional shall incur a charge of \$0.50 per item
- Stop Payments
 - Available at \$34.00 per request
- Four (4) security tokens
 - Additional available for a charge of \$10.00 per token

By initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: *JP*
Date: 03/24, 2014

PRINCIPAL'S initials: *PR*
Date: 03/24, 2014

Exhibit C
The Bank of Missouri
Security Procedures

Wire Transfers

Telephone / FAX Initiated Wire Transfer Request to Bank Wire Clerk: Payment orders may be initiated by telephone / FAX by an authorized Principal representative. A FAX must contain the signature of the authorized Principal representative. Payment orders must be received prior to the Bank's cut-off time (currently 1:00 p.m. Central Time) of **expected date of payment order**.

Bank's standard procedure to verify principal representative's authorization for telephone / FAX initiated payment orders to Bank wire clerk consists of a callback whereby Bank telephones a second authorized Principal representative. This call back procedure will be used for all telephone / FAX payment orders unless Principal has specifically requested, in writing, that the Bank forego this practice. Bank will have no duty other than as stated herein to verify that a payment order was made by an authorized Principal representative.

Wire Transfer Request Initiated Via Cash Management - Principal will create a wire transfer request and add to the Wire Transfer Transmit List in the Cash Management System prior to the Bank's cut-off time (currently 1:00 p.m. Central Time) of **expected date of payment order**. The Wire Transfer functions are limited by authority assignment setup within the Cash Management System. User can perform wire transfer functions only if the User ID has process authority for the selected source account. To Transmit Wire Transfers the User's PIN must be entered in the required field. Invalid PIN entries will result in an unsuccessful wire transmission. Completed Wires simply indicates that the Cash Management User has successfully transmitted the wire. It does not insure the user that the bank has actually processed the wire through the Fed Wire system, but only that the wire has been entered into the system to be merged by the bank into the Fed Wire system.

Principal's Responsibilities for PINs, Passwords, Etc.

In addition to Section 3e (Acknowledge of Principal), Principal understands the responsibility for maintaining the confidentiality of all PINs, passwords and other devices used to protect the authenticity of a payment order. If the Principal has reason to believe that any PINs, passwords or devices have or may have become known by, or have or may become compromised by an unauthorized person (whether employed or not by Principal), Principal agrees to immediately notify Bank by telephone and agrees to confirm oral notification in writing to Bank within 24 hours. Bank will issue new PINs, passwords, etc to Principal in accordance with Bank's security requirements. Bank reserves the right to change PINs, passwords, etc at any time by giving reasonable prior notice to Principal.

The Bank acknowledges that ACH processing software has safeguard controls in place to insure that only authorized changes can be undertaken. Communication software provides security features such as encryption or authentication to secure data during the process of transmission.


Principal agrees to provide transmittal forms (with total entries, dollars, effective entry date, and signature, with a call back or voice response system for verification) if unable to transmit data, whereas a tape, paper, diskette, or other media of delivery is required.

Addendum F
Stop Payment Agreement


Principal: City of Republic

1. This agreement, made this 24th day of March, 2014, by and between The Bank of Missouri (Bank) and the Principal named above.
2. Bank agrees to receive Principal request to initiate a stop payment order. Principal understands the electronically transmitted stop payment orders are pending final verification that check has not been processed and that stop payment is valid. The Bank must receive the stop-payment order in time to allow processing and to validate stop payment. The Bank must receive the stop-payment prior to cut-off time which is one hour after the opening of the next banking day after the banking day on which the Bank receives the item.
3. Principal agrees to hold the Bank harmless for all expenses, cost and attorney's fees incurred by the Principal as a result of refusing payment of said check. Principal further agrees not to hold the Bank liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight other than through lack of good faith or failure to exercise due care on the Bank's part. Stop payment orders placed will be effective for six months only from the first business date placed.
4. Principal understands there will be a fee assessed by Bank in connection with this stop payment, (as stated in the Bank's Schedule of Service Charges & Fees) and further understands that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from Principal the amount of the item, plus other damages.

By the initials of Principal's authorized officer or authorized agent below, and the initials of the Bank's authorized officer below, BOTH parties hereby accepts the terms and conditions of this Agreement.

BANK'S initials: 

Date: **03/24/2014**

PRINCIPAL'S initials: 

Date: **03/24/2014**



Member FDIC

Netteller "IBA" Internet Banking Cash Management Application

☒ Original ☐ Amendment

I (We) hereby authorize The Bank of Missouri to enroll the following company to have:

☒ Cash Management Internet Banking Access (IBA) Service. (includes Token Security Device)

Company Information (Please type/print clearly)

Applicant Name City of Republic

Business Address 213 N. Main Street City Republic State MO Zip 65738

Business Phone 417-732-3130 FAX 417-732-3149 E-mail Address lguy-
rice@republicmo.com

Applicant Tax Identification # 44-6000250

THE BANK OF MISSOURI Account Information

I (We) would like to access my (our) Bank of Missouri account(s) stated under the following Customer Information File Number(s).
I (We) understand this will automatically include any future accounts that I (We) open.

CIF# C091196

Cash Management services to include:

WIRE TRANSFERS YES ☒ NO ☐
MAXIMUM LIMIT \$ 60,000.

ACH INITIATION YES ☒ NO ☐
MAXIMUM LIMIT \$ 200,000.

BILL PAYMENT YES ☐ NO ☒

X Lau J. K.
Individual to be set-up as the Administrator

AUTHORIZED BY: Lau J. K.

Disclosures received ☒ INTERNET BANKING SERVICES AGREEMENT
☒ ELECTRONIC FUNDS TRANSFER AGREEMENT

I (We) the undersigned certify that the information provided is true and correct. I (We) authorize The Bank of Missouri (The Bank) to verify any information included in this application and allow access to all the accounts listed above that I (we) may be a signer on. If approved, I (we) authorize The Bank to establish the requested Internet Banking Account service (Service). I (We) understand that the use of the Service is subject to the terms and conditions of the Electronic Funds Transfer Agreement provided upon implementation. I (We) understand that subscribing to the Service, or permitting another to use the Service, constitutes acceptance of the terms and conditions of the Electronic Funds Transfer Agreement. The Bank is authorized to debit the designated payment account opened by separate application and any applicable fees associated with the Service until the Service is canceled.

Authorized Signature(s):

Date: 3/24/14

Date: _____

Title: City Manager

Title: _____

FOR FINANCIAL INSTITUTION USE ONLY

Netteller ID # 614500105731 # Tokens Distributed _____ Token Serial # (s) _____

Bill Payment Plan IV: CM ☒ Excess Bill Payment Items (\$0.50 each) - Charge Account # _____

Cash Management Service Plan: MU ☐ MB ☐ CM ☒ Cash Management Service - Charge Account # 1207296

Employee Initials ILE / ILS



CASH MANAGEMENT ACH ORIGATION APPLICATION

Profile and Exposure Limit Request

Date: 03/24/2014
Applicant: City of Republic
Address: 213 N. Main Street
Republic, MO 65738
Phone: 417-732-3130
Tax ID #: 44-6000250 CIF # C091196
Contact: Laura Guy-Rice
Ownership: ☒ Corporation ☐ Partnership ☐ Joint Venture
☐ Limited Liability Co ☐ Proprietorship ☐ Parent Company

OFAC check completed: 02/25/2010

Under present management since:

Years in Business *1841 (?)* # of Employs *181 FTE* Seasonal ☒ Yes ☒ No
New Client Existing Client X [# of years 4] *(130 pt)*

Satisfactory: ☒ Yes ☐ No [# of years ☐

* Average Combined Deposit Balances over 6 month period: \$245,000.00

* Number of NSF's (days) last 12 months: 0 Return Items ☐ Yes ☒ No

** If new client attach supporting documents of above information.*

Other Relevant Comments: (reputation management integrity, indication of financial difficulties, etc)
Relationship was a certificate of deposit; service being requested through RFP.

If Credit Relationship: Credit Rating: [] (attach copy) If **Not:** Credit Code: []
Based on Credit Rating scale

INITIAL EXPOSURE LIMITS REQUESTED (PER BUSINESS DAY): \$

(Limit should not include exceptions i.e. bonuses, etc)

Routine Frequency: ☐ daily ☒ weekly ☒ bi-weekly ☐ monthly ☒ other *(HSA QTRLY)*
☒ Debits ☒ Credits

Type of Transactions (explain in detail): Payroll, Membership enrollment, etc.
Primarily payroll

METHOD OF INPUT: Transmission

The Bank will accept a diskette **only** in the event that the Company was unable to transmit.

SETTLEMENT: The transmitted file will include the offsetting entry (debit or credit).

Applicant (cont):



CASH MANAGEMENT ACH ORIGATION APPLICATION

Credit References:

Name: _____ Contact: _____ Phone: _____ Type of Business: _____

The undersigned hereby certifies that the information given in the foregoing statement is true and complete and is submitted for the purpose of obtaining ACH origination services. You are hereby authorized to obtain such information as you may require concerning foregoing statements which shall at all times remain the property of The Bank of Missouri.

Signatures of authorized representative(s) of the applicant:

X Launa Gaylin Lawless Title Owner Dated 3/24/2014
Print Name Signature
X _____ Title _____ Dated ____/____/20____
Print Name Signature
X _____ Title _____ Dated ____/____/20____
Print Name Signature

Required Financial Information:

As stated in our ACH Origination Policy, The Bank of Missouri will consider only ACH origination applications supported by a full financial disclosure; two fiscal years of financial statements and an interim financial statement, including a balance sheet and a profit and loss statement. In addition, forecasts, aged account receivables and payable lists, appraisals of real estate of machinery and equipment, etc., may be required. No application will be considered unless required information is submitted and the above application is completed in its entirety.

Account Officer: Maureen Green Date: 3/24/2014

Chief Lending Officer: _____ Date: ____/____/20____ ** [] Approved [] Declined

** (Subject to review of attached financial information and credit rating.)



CASH MANAGEMENT SWEEP AUTHORIZATION

ACCOUNT HOLDER:

City of Republic
213 N. Main Street
Republic, MO 65738
CIF # C091196

FINANCIAL INSTITUTION:

The Bank of Missouri
520 E. Elm Street
Republic, MO 65738

I (We) hereby authorize The Bank of Missouri (the Bank) to initiate debit and credit entries, further known as sweep transactions to and from the accounts indicated below in accordance with the Customer Agreement for Cash Management Service.

If this agreement changes any prior authorization between the Bank and the Company, the prior authorization is hereby cancelled, and our Company instructs you to follow this authorization.

This authorization is to remain in full force and effect until the Bank has received written notification from an authorized individual of the Company of its termination in such time and in such manner as to afford the Bank a reasonable opportunity to act on it.

PRIMARY ACCOUNT: # 1207318

☐ Transfer from primary if the collected balance is \geq \$ (minimum \$1.00)

To:

Sequence # 1 Checking Account # / *Ceiling \$

Sequence # 2 Checking Account # / *Ceiling \$

Sequence # 3 Checking Account # / *Ceiling \$

*Ceiling defaults to \$999,999,998 if left blank

☒ Transfer to primary if the collected balance is $<$ \$1.00 (minimum \$1.00)

From:

Sequence # 1 Checking Account # 1207296 / *Ceiling \$

Sequence # 2 Checking Account # / *Ceiling \$

Sequence # 2 Checking Account # / *Ceiling \$

*Ceiling defaults to \$999,999,998 if left blank

Billing Information: Account # 1207296

☒ \$125.00 per month* - Cash Management Sweep (Single - C1)

☐ \$250.00 per month* - Cash Management Combined Sweep (Multiple - C4)

* Fee will be applied to Account Analysis, if applicable, and has the potential of being absorbed with earnings credits

ACCOUNT HOLDER:

By: 

Laura Guy-Rice

Title: Director of Finance

Date: 03/24/2014

CASH MANAGEMENT SWEEP SERVICE AGREEMENT

City of Republic (the "Customer") and **THE BANK OF MISSOURI** hereby agree to establish a Cash Management Service for the Customer upon the following terms:

THE CUSTOMER AGREEMENT. As used in this document, "Agreement" means this document, "Customer Agreement for the Cash Management Service," together with The Bank of Missouri Authorization form which includes The Bank of Missouri fee schedule.

As part of The Bank of Missouri Cash Management Service, the Customer will maintain a checking account in the Customer's name with The Bank of Missouri (a "Checking Account"). The Checking Account (or each of them, if more than one) is governed by the terms and conditions set forth in The Bank of Missouri Deposit Agreement and Disclosures as amended from time to time. The terms and conditions of the Deposit Agreement and Disclosures are incorporated in this Agreement by reference.

TRANSFER OF EXCESS FUNDS. Within a reasonable time after the date The Bank of Missouri receives this Agreement properly executed by the Customer, and a Resolution authorizing the Customer's entry into the Agreement, amounts from the Checking Account will be transferred to and from the selected management account in accordance with the following procedures:

At the end of each banking day, upon the completion of process posting, The Bank of Missouri will determine the amount by which the collected balance in the Checking Account (or each of them if more than one) exceeds the target collected balance ("Target Balance") established jointly by The Bank of Missouri and the Customer. The initial Target Balance for each Checking Account is set forth in the Authorization Form. The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". The Excess Funds Amount will be applied to the selected management account options as indicated on The Bank of Missouri Authorization form.

If the Customer's business day-end collected Checking Account balance is less than the Target Balance, the amount of the difference, up to the Customer's available Management Account balance for that day will be transferred from the Customer's Management Account balance.

If the Customer has more than one Checking Account from which the Customer wishes to transfer funds under this Agreement, the Customer will specify in the Authorization Form a "Master Account". Separate transfers will be made with respect to each Checking Account. The Bank of Missouri will issue a consolidated monthly statement with regard to each transfer and reflecting the aggregate Excess Funds Amounts from all the Checking Accounts.

The Customer understands and agrees that the Target Balance may be adjusted periodically at the discretion of The Bank of Missouri. The Bank of Missouri will notify the Customer of any Target Balance adjustment.

The Bank of Missouri will have no liability to the Customer for lost income or otherwise if The Bank of Missouri is unable in its best efforts, to transfer the Excess Funds Amount pursuant to this Agreement, or because of the unavailability of any funds or for any other reason.

ASSIGNMENT. This Agreement may not be pledged, transferred or assigned by the Customer but may be assigned by The Bank of Missouri.

AMENDMENT UPON NOTICE. The Bank of Missouri has the right to amend this Agreement at any time, provided that any such amendment will take effect no earlier than 10 calendar days following the mailing by The Bank of Missouri regular mail to the Customer of a notice of the terms of such amendment.

ACCOUNT FEE. The Customer agrees to pay The Bank of Missouri a monthly fee in an amount as set forth in The Bank of Missouri Authorization (fee schedule) as it may change from time to time.

TERMINATION. Either the Customer or The Bank of Missouri may terminate this Agreement. Termination by the Customer shall be effective three business days after written notice of termination is received by The Bank of Missouri. Termination by The Bank of Missouri shall be effective three business days after written notice is hand delivered or mailed registered or certified mail, or by special courier, postage prepaid, to the Customer's address contained at the end of this Agreement.

AUTHORITY. The Customer represents and warrants to The Bank of Missouri that all necessary corporate or other action required to authorize the Customer to enter into this Agreement has been taken, and is evidenced by the resolution attached to this Agreement, that the undersigned individual has full authority to execute this Agreement on behalf of the Customer, and that the execution and performance of this Agreement does not contravene the Customer's charter, bylaws, partnership agreement or any agreement to which the Customer is a party or by which it is bound. The Bank of Missouri represents and warrants to the Customer that necessary corporate or other action has been taken to authorize this Agreement, the undersigned individual has full authority to execute this Agreement on The Bank of Missouri's behalf, and this Agreement does not contravene its charter or bylaws.

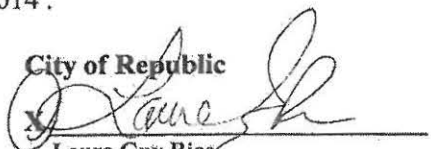
The Customer's funds that are invested in Repurchase Agreement are not a deposit and are not insured by the Federal Deposit Insurance Corporation. The Investment is subject to investment risk, including possible loss of the principal amount invested.

INDEMNIFICATION AND LIABILITY. If The Bank of Missouri refers this Agreement to its attorneys for collection or enforcement, the Customer shall pay The Bank of Missouri's attorneys' fees and other costs of collection or enforcement. The Customer shall indemnify, defend and hold The Bank of Missouri harmless from and against any and all claims of any person which might arise or result from, or in any way relate or pertain to, actions taken or not taken by The Bank of Missouri pursuant hereto. The Bank of Missouri shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions. The Customer agrees that The Bank of Missouri shall not be liable on account of any action, omission or information in connection with the transfers, except for The Bank of Missouri's gross negligence or willful misconduct.

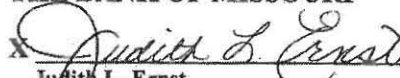
MISCELLANEOUS. The foregoing terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. This Agreement will be governed by and interpreted, construed and enforced under the laws of the State of Missouri.

Accordingly, the Customer and The Bank of Missouri have executed this Agreement as of this 24th day of March, 2014.

City of Republic


X
Laura Guy Rice
Director of Finance

THE BANK OF MISSOURI


X
Judith L. Ernst
Senior Vice President - Retail