

ODFI ORIGINATION AGREEMENT

THIS ODFI ORIGINATION AGREEMENT (the “Agreement”) is made this ____day of _____, 20__, by and between _____ (the “TPA”) and MG Trust Company, LLC (“MG Trust”). TPA and MG Trust may be referred to as the “Parties” and each a “party”.

WHEREAS, the TPA has requested that MG Trust initiate, on behalf of its clients, electronic signals for paperless entries through a federal savings bank or banking institution that has FDIC insurance (collectively, the “Bank”) to accounts maintained at the Bank and to other banks and financial institutions, by means of the Automated Clearing House (the “ACH”) subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained in this Agreement, the receipt and sufficiency of which each party hereby acknowledges, the Parties agree as follows:

1. The TPA acknowledges receipt of a copy of the Operating Rules of the National Automated Clearing House Association (“NACHA”) (the “Rules”) and agrees to abide by and be subject to the applicable Regulations of the Board of Governors of the Federal Reserve System, and the Federal Reserve Bank Regional Office (the “Regulations”), each as amended from time to time. MG Trust will provide these amendments via electronic mail or via overnight mail to the TPA if they effect the processing of ACH transactions as described herein. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings associated to them in the Rules
2. The TPA will comply with the Rules and Regulations insofar as applicable. MG Trust will charge the TPA with any fines incurred from the Bank by MG Trust as a result of non-compliance by the TPA. The specific duties of the TPA provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.
3. It shall be the responsibility of the TPA that the origination of ACH transactions complies with U.S. law. This includes, but is not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the TPA to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC.)
4. The TPA shall assume the responsibilities of an Originator, as defined and required by the Rules for each Originator, including, without limitation, MG Trust when it is defined as an Originator, and/ or for a third party provider that authorizes MG Trust to transmit entries to a Receiver’s Account.
5. The TPA will obtain written or electronic authorization(s) for each Consumer in accordance with ACH Rules and U.S. law and shall retain the original record for two (2) years after termination or revocation of such authorization. Electronic authorizations will be in a form and format approved by MG Trust and will include evidence of authentication by the consumer. These authorizations shall be provided to MG Trust upon reasonable written request.
6. The TPA shall have no right to cancel or amend any Entry after its receipt by MG Trust. However, if such request complies with the NACHA rules for the cancellation of Data, MG Trust shall use reasonable efforts to act on a request by the TPA for cancellation of an Entry to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver’s Account, but shall have no liability if such cancelation is not affected.
7. After the TPA has received notice that any Consumer entry has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the TPA will not initiate any entry to such customers, except after providing the receiving bank with such authorization, within the time limits provided in the Rules and Regulations.

8. The TPA will provide computer readable information on the mutually agreed upon medium and in the format specified by the Rules. Any files delivered by the TPA to the FTP site defined in **Schedule C** of this Agreement will be considered by MG Trust to be authorized.
9. Each entry or file, for ACH Plan Contribution transactions, shall be delivered to the FTP site in accordance with an agreed upon ACH data transmittal processing procedure and schedule as set forth in the attached **Schedule C**.
10. The TPA will receive credit in immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto. Settlement date is defined under the Federal Reserve Circular 4 as the effective date specified by the sending bank for the item.
11. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the TPA to remake such entries. The TPA shall retain and provide MG Trust on request all information necessary to remake any file or entries for 180 days after midnight of the Settlement Date.
12. The TPA will promptly provide immediately available funds to MG Trust if any debit entry is rejected after MG Trust has permitted the TPA to direct the withdrawal of immediately available funds in the amount thereof if any adjustment memorandum that relates to any such entry is received by MG Trust. All funds in any account owned by the TPA or controlled by the TPA for the TPA's client in question at MG Trust shall be subject to immediate offset to settle any such adjustment memorandum.
13. MG Trust shall use its best efforts in initiating electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the ACH. MG Trust, however, shall have no liability to the TPA for any inability to transmit ACH data to a receiving bank or financial institution or for the TPA to receive such ACH data, because of any mechanical, electronic, or other failure with respect to any telephone or fax transmission device or line or by reason of any failure of the U.S. Post Office to deliver such data. MG Trust shall also have no liability to the TPA concerning the performance of any duties under this Agreement if such performance is limited or prohibited in any way by any act of God, civil disturbance, electrical disturbance, electrical failure or other conditions or occurrences beyond the control of MG Trust. The TPA agrees to bear any risk of loss or delay associated with the transmission of any ACH data under this Agreement to MG Trust.
14. (a) Notwithstanding anything herein to the contrary, MG Trust shall not be liable to the TPA for any act or omission of MG Trust provided that MG Trust acted in good faith, unless such conduct was found to constitute gross negligence or willful misconduct. MG Trust shall not be liable for the insolvency, gross negligence, willful misconduct, mistake or default of any other person or business entity. In the event that MG Trust's conduct was found to constitute gross negligence or willful misconduct, the measures of damages is limited to damages directly and immediately attributable to the action or inaction of MG Trust and shall not include damages that are attributable to the consequences of such conduct, whether or not such consequences are foreseeable.

(b) UNDER NO CIRCUMSTANCES SHALL MG TRUST BE LIABLE TO TPA OR ANY ITS CLIENTS OR CONSUMERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CLAIMED AS A RESULT OF LOST PROFITS.
15. (a) The TPA hereby agrees to indemnify, defend and hold harmless MSCS, MG Trust and their affiliates, subsidiaries, officers, directors, managers, representatives and employees (collectively, the "MG Trust Parties") and hold them harmless from any and all claims, demands, losses, liabilities,

obligations, regulatory actions, including reasonable attorney's fees and legal costs (the "Costs") resulting from: (i) the TPA's breach of any warranties, duties and obligations under this Agreement and in the Rules; (ii) any Costs on account of the breach by TPA, with respect to any entries initiated by the TPA; (iii) any Costs associated with the TPA's failure to provide consumer disclosures; (iv) any Costs due to fraud by employees of the TPA in accordance with their provision of services under this Agreement; and (v) any Costs on account of the breach by TPA, with respect to any warranties to the Originating Bank in the Rules and Regulations.

(b) Promptly after a party (the "Indemnitee") receives notice of a dispute threatened or commenced against it, against which the other (the "Indemnitor") is obligated to indemnify the Indemnitee, the Indemnitee will give written notice of such dispute to the Indemnitor, except to the extent Indemnitee is demonstrably prejudiced thereby. However, the Indemnitee's failure to notify the Indemnitor will not relieve the Indemnitor from any liability that it may have to any Indemnitee under this Agreement. The Indemnitor will be entitled to assume the defense of the dispute with counsel reasonably satisfactory to the Indemnitee, and the Indemnitee will have the right to participate in the defense or preparation of the defense of the dispute as follows: (i) in the event that the Indemnitor elects to assume the defense of the dispute, and to retain such reasonably satisfactory counsel, the Indemnitee will bear all fees and expenses of any additional counsel the Indemnitee retains and any other costs associated with the Indemnitee's participation, and (ii) in the event that the Indemnitor does not assume the defense of the dispute within a reasonable time after its receipt of the Indemnitee's notice, the Indemnitor will reimburse the Indemnitee for its reasonable fees and expenses of counsel in defending the dispute. If the Indemnitor assumes the defense of the dispute, the Indemnitor will not, without the prior written consent of the Indemnitee, (which consent shall not be unreasonably withheld, delayed or conditioned), settle or compromise the liability of the Indemnitee, or permit a default or consent to the entry of any judgment in a court action or arbitration, unless in connection with such settlement, compromise or consent the Indemnitee receives from the claimant a written unconditional release from all liability in respect of the dispute and Indemnitee will not experience as a result of such settlement, compromise, consent, or default any adverse regulatory consequences.

(c) This Section 15 shall survive termination of this Agreement.

16. The TPA shall be solely responsible for providing all appropriate Consumer disclosures, if any, for transactions being processed by MG Trust pursuant to this Agreement.
17. The TPA acknowledges that certain security procedures have been or will be implemented by MG Trust, and that there are agreements entered into with MG Trust with third parties to prevent unauthorized origination or receipt of ACH data items. The TPA agrees to be bound by such procedures and agreements, provided that such procedures and agreements are provided to the TPA. MG Trust security procedures shall include the determination of certain exposure limits which includes, but may not be limited to (1) the value of ACH files, (2) the value or number of individual ACH entries, (3) the frequency of origination of ACH files and (4) the consideration of exposure over multiple settlement dates. The TPA shall comply with exposure limits established by MG Trust in accordance with the attached Schedule. MG Trust is responsible to notify the Originator of exceptions and to periodically review such established exposure limits. MG Trust shall be under no duty to inquire into the propriety of such transactions.
18. If any provision of this Agreement is found by competent judicial authority to be invalid or unenforceable, the other provisions of this Agreement that can be carried out without the invalid or unenforceable provision will not be affected, and such invalid or unenforceable provision will be ineffective only to the extent of such invalidity or unenforceability and implemented to the greatest extent possible to accomplish fairly the purposes and intentions of the parties hereto. All rights and remedies under this Agreement are distinct and cumulative not only as to each other but as to any rights or remedies afforded by law or equity. They may be exercised together, separately or successively. Any failure by either party to exercise any of its remedies does not constitute a waiver of that remedy in the future as to the same or any other default.

- 19. Neither this Agreement nor any right or obligation hereunder shall be assigned by either party without the other party's prior written consent. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 20. This Agreement and all the rights and obligations hereunder will be governed in accordance with the laws of the State of Colorado (without regard to its conflict of laws principles).
- 21. This Agreement may be amended in writing signed by the parties hereto from time to time and the Agreement shall be deemed amended by any amendment of the Rules which effect any provision of this Agreement.
- 22. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law. The foregoing shall not be construed to permit assignments or transfers otherwise prohibited.
- 23. Notices. Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "Notice") required or permitted under this Agreement must be in writing and either delivered personally, by a nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested. A Notice must be addressed to a party as follows:

if to TPA: To the address maintained in the customer file by MG Trust

if to MG Trust: MG Trust Company, LLC
 700 17th Street, Suite 200
 Denver, Colorado 80202
 Attention: President

A Notice delivered personally will be deemed given only when acknowledged in writing by the party to whom it is delivered. A Notice delivered via a nationally recognized overnight courier shall be deemed given as of the next Business Day after it is sent. A Notice sent via mail will be deemed given three (3) Business Days after it is mailed. The address specified by a party above for notices to be sent may be changed by such party by written notice to the other party.

IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

TPA NAME: _____
 Name:
 Title:
 Signature: _____
 Date _____

MG Trust Company, LLC
 Name:
 Title:
 Signature: _____
 Date _____

Note: this will be completed upon execution of the agreement if applicable.

SCHEDULE A

DISCLOSURE OF EXPOSURE LIMITS

Credit Origination:

Maximum File Value _____

Maximum Frequency _____

Debit Origination:

Maximum File Value _____

Maximum Entry Value _____

Maximum Frequency _____

Maximum Net Settlement Limit _____

Frequency _____

SCHEDULE B

| Standard Federal Reserve Holidays | 2010 | 2011 | 2012 |
|---|-------------|-------------|-------------|
| New Year's Day | 1-Jan | 1-Jan | 2-Jan |
| Martin Luther King, Jr. Day | 18-Jan | 17-Jan | 16-Jan |
| Presidents' Day | 15-Feb | 21-Feb | 20-Feb |
| Memorial Day | 31-May | 30-May | 28-May |
| Independence Day | 5-Jul | 4-Jul | 4-Jul |
| Labor Day | 6-Sep | 5-Sep | 3-Sep |
| Columbus Day | 11-Oct | 10-Oct | 8-Oct |
| Veterans' Day | 11-Nov | 11-Nov | 12-Nov |
| Thanksgiving Day | 25-Nov | 24-Nov | 22-Nov |
| Christmas Day | 25-Dec | 26-Dec | 25-Dec |
| *For holidays falling on Saturday, Federal Reserve Banks and branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve offices will be closed the following Monday. | | | |

In addition, MG Trust Company, LLC observes the following holiday:

| Additional MG Trust Co. Holiday | 2010 | 2011 | 2012 |
|--|-------------|-------------|-------------|
| Good Friday | 2-Apr | 22-Apr | 6-Apr |

SCHEDULE C

DATA TRANSMITTAL PROCESSING PROCEDURE AND SCHEDULE

1. The TPA will utilize a File Transfer Protocol (FTP) site designated by Matrix Settlement and Clearing Services (MSCS) for the delivery of all ACH transaction files to the Bank.
2. The TPA shall follow the naming convention for files placed on the FTP site. The TPA's failure to follow the naming convention could result in files being misdirected. MG Trust shall not be responsible or liable for lost or misdirected files due to the TPA's error.
3. The Bank shall process files received on the FTP site until 2:00 p.m. (Mountain Time) each bank business day. The Bank's processing software shall time and date stamp each file delivered on the FTP site.
4. If any portion of the file content is rejected during processing, the entire file will be rejected and will not be processed by the Bank. The Bank will not attempt to correct any information concerning a rejected file, but will notify TPA immediately of any such rejection.
5. Neither the Bank, nor MG Trust, has control over the ACH file once it has been released to the Federal Reserve Bank.
6. The ACH file will be used to process the ACH plan contribution deposits. The file will follow the layout as provided in Schedule D.

SCHEDULE D

ACH FILE LAYOUT

ACH Origination (TPACH)

File Type 630
 Output Name TPACH
 Format Version 001
 LRECL 97

| COLUMN NAME | START | SIZE | DESCRIPTION | FORMAT | VALUES |
|---------------|-------|------|------------------------|-----------|---------------|
| Record Type | 1 | 2 | Constant | PIC 9(2) | 01 |
| Client Number | 3 | 6 | Your MSCS number | PIC 9(6) | (zero-filled) |
| Header Date | 9 | 8 | | YYYYMMDD | |
| Filler | 17 | 78 | | PIC X(78) | |
| Status Code | 95 | 3 | Completion Status Code | PIC 9(3) | See Table |

| COLUMN NAME | START | SIZE | DESCRIPTION | FORMAT | VALUES |
|----------------------------------|-------|------|------------------------------|-------------|---|
| Record Type | 1 | 1 | Constant | PIC 9(1) | 6 – Detail |
| Transaction Code | 2 | 2 | | PIC X(2) | 27 = Automated Payment (Checking) 37 = Automated Payment (Savings) |
| Receiving ABA Number | 4 | 8 | First 8 Digits of ABA Number | PIC 9(8) | |
| Receiving ABA Number Check Digit | 12 | 1 | Last Digit of ABA Number | PIC 9 | |
| Receiving Bank Account Number | 13 | 17 | | PIC 9(17) | |
| Amount | 30 | 10 | | PIC 9(8)v99 | |
| MSCS Account Number | 40 | 8 | | PIC X(8) | |
| Filler | 48 | 1 | | PIC X | |
| Individual Identification Number | 49 | 6 | Your MSCS client number | PIC X(6) | (zero fill – right justify) |
| Individual Name | 55 | 22 | | PIC X(22) | |
| Discretionary Data | 77 | 2 | | PIC X(2) | |
| Addenda Record Indicator | 79 | 1 | Constant | PIC X | 0 |
| Trace Number | 80 | 15 | Bank will assign this number | PIC X(15) | Blanks on Input |
| Status Code | 95 | 3 | Completion Status Code | PIC 9(3) | See Table |

| COLUMN NAME | START | SIZE | DESCRIPTION | FORMAT | VALUES |
|---------------------|-------|------|--------------------------|--------------|--------------|
| Record Type | 1 | 2 | Constant | PIC 9(2) | 99 |
| Trailer Count | 3 | 5 | Number of Detail records | PIC 9(5) | |
| Total Debit Amount | 8 | 12 | | PIC 9(10)v99 | |
| Total Credit Amount | 20 | 12 | | PIC 9(10)v99 | MUST BE ZERO |
| Total File Amount | 32 | 12 | | PIC 9(10)v99 | |
| Filler | 44 | 51 | | PIC X(51) | |
| Status Code | 95 | 3 | Completion Status Code | PIC 9(3) | See Table |