

**MONTECITO BANK & TRUST  
RESOLUTIONS FOR  
ACCEPTANCE OF TREASURY MANAGEMENT SERVICES**

\_\_\_\_\_ (the "Company")

I/we, the undersigned ("Undersigned"), hereby certify to Montecito Bank & Trust ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary of the corporation, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company;

WHEREAS, the following is a true and correct copy of Company Resolutions duly adopted by the Board of Directors (if a corporation), the partners (if a partnership), members/managers (if a limited liability Company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Company has reviewed and approved the Montecito Bank & Trust Acceptance of Treasury Management Services, pursuant to which the Company agrees to be bound by the Montecito Bank & Trust Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services designated by Company in the Acceptance (collectively referred to herein as the "Acceptance") to be entered into by and between the Company and Montecito Bank & Trust ("Bank");

WHEREAS, defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Acceptance in connection with the Services and subject to the terms and conditions of the Acceptance, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- (a) The Company finds that it is in the best interest of the Company to enter into the Acceptance, as amended from time to time;
- (b) The Company authorizes and appoints each of the officers of the Company and any authorized signer on the Accounts, acting individually or together, to execute and deliver the Acceptance;
- (c) Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
- (d) The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

The Undersigned hereby certifies under penalty of perjury under the laws of the state of California that the forgoing resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**MONTECITO BANK & TRUST  
ACCEPTANCE OF TREASURY MANAGEMENT SERVICES**

Client Name: \_\_\_\_\_

**Part I – Certification**

*New Acceptance*

*Amendment No. \_\_\_ to existing Acceptance of Treasury Management Services, original dated: \_\_\_\_\_*

Each amendment to this Acceptance will effectively supersede all prior versions of this Acceptance. Defined terms will have the meaning provided in the Montecito Bank & Trust Master Treasury Management Services Agreement, and applicable Service Description(s), unless otherwise defined herein.

The person(s) signing (“Executive Representative(s)”) this Acceptance of Treasury Management Services (“Acceptance”) on behalf of the company identified in the signature block of this Acceptance (“Client”), certifies on behalf of Client, to the extent applicable, that:

- (a) Client agrees to be bound by the Montecito Bank & Trust Master Treasury Management Services Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, which apply to the services designated by Client in Part II of this Acceptance, and Client’s use of any Service, including without limitation each Service that Client commences using after the Effective Date of this Acceptance, confirms Client’s agreement to be bound by each Service Description relating to that Service;
- (b) The Client has received a copy of the Master Agreement together with each Service Description for which a Service has been selected by Client below; and
- (c) The Executing Representative has full authority to execute this Acceptance on behalf of Client, and to enter into other agreements and Supporting Documents for the Services now or hereafter offered by Bank, and to amend, terminate or otherwise act on behalf of Client with respect to each Service used by Client.

**Part II – Service Options**

**DESIGNATION OF MASTER TREASURY SERVICE OPTIONS.**

Client designates the following Service options (check all that apply):

Business Online Banking Service Description. At this time, and subject to amendment by Bank, the Security Procedures include Client’s logon username, password, and Secure Access Code or token. The Secure Access code is prompted when Client attempts to log in from a new device, alternatively, Client may choose to require the Secure Access Code with each log in attempt by not registering their browser or device.

Check additional services that apply:

Wire Transfer Service (if checked, includes Client agreement to separate Wire Transfer Service Description). Access to the Wire Transfer Service will be subject to enhanced Security Procedures. Refer to Section 6. Communications; Security Procedures in the Wire Transfer Service Description, for the current security procedures, as amended from time to time.

ACH Service (if checked, includes Client agreement to separate Automated Clearing House (ACH) Service Description). Access to the ACH Service will be subject to enhanced Security Procedures. Refer to Section 8. Security Procedures in the ACH Service Description, for the current security procedures, as amended from time to time.

CheckCapture Service (if checked, includes Client’s agreement to separate CheckCapture Service Description).

Positive Pay Service (if checked, includes Client's agreement to separate Positive Pay Service Description).

Commercial Center Service Description. At this time, and subject to amendment by Bank, the Security Procedures include the use of a Secure Browser and PIN. The PIN is prompted when Client attempts to log in to the Secure Browser.

Check additional services that apply:

Wire Transfer Service (if checked, includes Client agreement to separate Commercial Center Wire Transfer Service Description). Access to the Wire Transfer Service will be subject to enhanced Security Procedures. Refer to Section 6. Communications; Security Procedures in the Wire Transfer Service Description, for the current security procedures, as amended from time to time.

ACH Service (if checked, includes Client agreement to separate Commercial Center Automated Clearing House (ACH) Service Description). Access to the ACH Service will be subject to enhanced Security Procedures. Refer to Section 8. Security Procedures in the ACH Service Description, for the current security procedures, as amended from time to time.

CheckCapture Service (if checked, includes Client's agreement to separate CheckCapture Service Description).

Positive Pay Service (if checked, includes Client's agreement to separate Positive Pay Service Description).

Multiple Party Access Service Description. Each Client: (i) acknowledges the list of clients named in attached Schedule A; (ii) designates all of its (his/her) current and future deposit and loan accounts maintained at Bank as "Accounts;" and (iii) expressly understands that the "Accounts" accessible pursuant to the Multiple Party Access Service Description will also include the Accounts of each Client identified in Schedule A.

### **Part III – Additional Terms and Signatures**

Any addition, deletion or change to the Acceptance for any Service requested by Client must be submitted in a form acceptable to Bank, and no such requested addition, deletion or change will become operative or effective until Bank confirms to Client that such addition, deletion or change has been approved by Bank and implemented. The Acceptance may be signed in counterparts and transmitted by facsimile. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Acceptance (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

**WITH THE EXCEPTION OF THE MULTIPLE PARTY ACCESS SERVICE DESCRIPTION WHICH (IF SELECTED ABOVE) IS AGREED TO JOINTLY AND SEVERALLY BETWEEN EACH CLIENT IN SCHEDULE A, EACH CLIENT SEPARATELY AGREES TO THE TERMS OF THIS ACCEPTANCE WITH BANK.**

Agreed To and Accepted \_\_\_\_\_ (“Effective Date”)

**CLIENT**

**(Multiple Clients): IF CHECKED, SIGNED AS DULY APPOINTED AGENT, AGREED TO AND ACCEPTED BY AND ON BEHALF OF EACH CLIENT LISTED UNDER LIST OF CLIENTS IN SCHEDULE A TO THIS ACCEPTANCE.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MONTECITO BANK & TRUST**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**BANK USE ONLY (Branch/Treasury):**

Date \_\_\_\_\_ (All documents provided are versions in effect as of this date)

Resolutions Received: \_\_\_\_\_ (Bank employee’s initial)

Service Descriptions provided (Bank employee initial all that were provided):

- \_\_\_\_\_ Master Treasury Management Services Agreement
- \_\_\_\_\_ Business Online Banking Service Description
- \_\_\_\_\_ Wire Transfer Service Description
- \_\_\_\_\_ Automated Clearing House (ACH) Service Description
- \_\_\_\_\_ CheckCapture Service Description
- \_\_\_\_\_ Positive Pay Service Description
- \_\_\_\_\_ Commercial Center Service Description
- \_\_\_\_\_ Commercial Center Wire Transfer Service Description
- \_\_\_\_\_ Commercial Center Automated Clearing House (ACH) Service Description
- \_\_\_\_\_ Multiple Party Access Service Description

**ACCEPTANCE OF TREASURY MANAGEMENT SERVICES  
SCHEDULE A**

<b><u>Client Name:</u></b>	<b><u>TIN/SSN:</u></b>	<b><u>Address:</u></b>	<b><u>Phone:</u></b>
<b><u>By (Print Name and Title):*</u></b>	<b><u>Signature:*</u></b>		<b><u>Date Added:</u></b>
<b><u>Client Name:</u></b>	<b><u>TIN/SSN:</u></b>	<b><u>Address:</u></b>	<b><u>Phone:</u></b>
<b><u>By (Print Name and Title):*</u></b>	<b><u>Signature:*</u></b>		<b><u>Date Added:</u></b>
<b><u>Client Name:</u></b>	<b><u>TIN/SSN:</u></b>	<b><u>Address:</u></b>	<b><u>Phone:</u></b>
<b><u>By (Print Name and Title):*</u></b>	<b><u>Signature:*</u></b>		<b><u>Date Added:</u></b>
<b><u>Client Name:</u></b>	<b><u>TIN/SSN:</u></b>	<b><u>Address:</u></b>	<b><u>Phone:</u></b>
<b><u>By (Print Name and Title):*</u></b>	<b><u>Signature:*</u></b>		<b><u>Date Added:</u></b>

\*Indicates field must be completed by each Client unless the “Multiple Clients” box on the Acceptance signature page was checked, indicating that the Acceptance has already been signed by and on behalf of each Client whose name is listed on this Schedule A. In such case, must only identify the name of the entity Client in the first field, together with the “TIN/SSN”, “Address”, “Phone”, and date “Added” or “Removed,” accordingly.

**MONTECITO BANK & TRUST  
NEW ENROLLMENT DESIGNATIONS**

To enroll in Online Banking business services, please complete this form. This form is for new enrollment only.

**Company Information:**

Company Name: \_\_\_\_\_ TIN/SSN: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Designation of Charge Account:**

Client hereby designates the following checking account for charges incurred by use of Services.

Charge Account Number	Account Type
	Checking

**Designation of Company Administrator:**

Client hereby appoints and authorizes the following Administrator(s):

	Administrator Name	Email Address	Business Phone	Cell Phone
1				
2				
3				
4				
5				

**Client Authorization:**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_