



BANK DEPOSITORY AGREEMENT

This depository agreement for public fund entities, together with the terms of the BANK's bid to serve as depository, a copy of which is attached hereto, if applicable (collectively, this "Agreement"), is made and entered into on the date last herein written by and between **NUECES COUNTY HOSPITAL DISTRICT**, hereinafter called "DEPOSITOR," and **FROST BANK**, a state banking association, duly organized and authorized by law to do banking business in the State of Texas and now carrying on such business in said State (the "BANK").

1. Appointment of Depository and Term.

DEPOSITOR designates BANK as a depository for the period beginning October 1, 2015 and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts in the name of the DEPOSITOR, and such accounts shall be opened by the DEPOSITOR designating the accounts and making deposits therein and the BANK accepting said deposits. The term of this Agreement (the "Term") shall be October 1, 2015 to September 30, 2019 as defined in the DEPOSITOR's Request for Applications, unless the parties mutually agree to an extension of the Term of this Agreement if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, the DEPOSITOR will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of the DEPOSITOR in any and all matters of every kind arising under this Agreement, including, but not limited to, taking such actions as: (a) executing and delivering to BANK an electronic fund or funds transfer agreement (and any addenda thereto); (b) appointing and designating, from time to time, a person or persons authorized to request withdrawals, orders for payment, or transfers on behalf of DEPOSITOR in accordance with the electronic fund or funds transfer agreement and addenda; (c) making withdrawals or transfers by written instrument; and (d) delivering to BANK the DEPOSITOR'S collateral policy and evidence of approval by the DEPOSITOR'S governing body of (1) the collateral policy, (2) the CUSTODIAN (defined below), (3) this Agreement, and (4) the attached Security Agreement (defined below).

2. Establishment of Accounts.

DEPOSITOR shall deposit such of its funds as it may choose, and BANK shall receive such deposits as "Demand Deposits," Interest on Checking Accounts ("IOCs"), "Savings Accounts," Money Management Accounts ("MMAs"), and/or Certificates of Deposit ("CDs"), as designated by DEPOSITOR, and BANK shall hold said Demand Deposits, IOCs, Savings Accounts, MMAs, and/or CDs subject to payment in accordance with the terms of the particular deposit. BANK will allow, credit, and pay interest on such IOCs, Savings Accounts, MMAs, and/or CDs at a rate to be set by the BANK, as described in BANK's Response to DEPOSITOR's Request for Applications (herein "Response"), with: (1) interest on IOCs and MMAs to be paid monthly as it accrues through the last day of each month; (2) interest on Savings Accounts to be paid quarterly as it accrues through the last day each quarter; and (3) interest on CDs to be paid at maturity. Interest on CDs shall be calculated for the exact number of days on the basis of

a 365-day year. All BANK accounts or products listed above shall be in the name of DEPOSITOR with the designation of the fund or account in accordance with instructions of DEPOSITOR.

3. Depository Services; DEPOSITOR Records; Fees.

Subject to the provisions stated above and to the particular terms of MMAs, Savings Accounts, or IOCs, BANK shall pay on demand to the order of DEPOSITOR upon presentation of checks, drafts, or vouchers properly issued, all or any portion of said deposits now on deposit or to be deposited with said BANK, as long as collected funds are on deposit.

BANK statements, check images, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, and any other related documentation, or images thereof, shall be retained by BANK for a period of 7 years after the date of receipt of the items. To the extent permitted by law, BANK shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to DEPOSITOR accounts and transactions pursuant to this Agreement available at any reasonable time during the term of this Agreement, to DEPOSITOR and its designated representatives. To the extent permitted by law, DEPOSITOR shall have the right to examine, audit, inspect, or make copies of any of such documents.

BANK services as set out in Exhibit A, are herein attached and incorporated in its entirety.

To determine charges for services rendered, BANK utilizes the previous month's average 91 day Treasury Bill auction discount rate plus 25 basis points as an earnings credit rate on BANK'S account analysis system. This system is used to calculate and account for all other BANK service charges that DEPOSITOR elects to add. BANK will calculate the DEPOSITOR'S combined average daily collected balances less combined average daily Federal Reserve requirements, and using the previous month's average 91-day Treasury Bill auction discount rate, will calculate the earnings of the BANK and use those earnings to offset the cost of these additional services to the DEPOSITOR of combined services rendered by BANK. For any amount of cost of services not offset by DEPOSITOR'S balances as described above, DEPOSITOR shall remit payment in such amount to BANK on a quarterly basis upon being billed by BANK for such services. Any excess available balance can be carried to the next month for service compensation. Any interest paid on IOCs, Savings Accounts, or MMAs is considered an expense on the account analysis statement.

4. Security of Funds; Acceptable Security; Appointment of CUSTODIAN; Increases in Collateral Amounts.

All funds on deposit with BANK to the credit of the DEPOSITOR (including Demand Deposits, IOCs, Savings Accounts, MMAs, and CDs) shall be secured pursuant to the BANK's "Security Agreement" or similar agreement (the "Security Agreement") and any agreement required by the CUSTODIAN (defined below), all of which are attached hereto.

DEPOSITOR and BANK, by execution of this Agreement, designate Federal Reserve Bank/Federal Home Loan Bank as the "CUSTODIAN," to hold collateral in an account maintained by CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by the CUSTODIAN to document such relationship.

DEPOSITOR recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for DEPOSITOR'S funds deposited at any one Texas financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with BANK to the credit of the DEPOSITOR shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law (collectively, the "Acts"), and DEPOSITOR agrees and certifies that the collateral listed in Exhibit A to the Security Agreement shall be used as collateral to secure DEPOSITOR'S funds on deposit with the BANK. The market value of the

collateral securing DEPOSITOR'S funds must at all times equal or exceed 102% (110% when mortgage-backed securities are used for collateral) of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all DEPOSITOR'S Demand Deposits, IOC's, Savings Accounts, MMA's and CDs, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by the BANK from a generally recognized pricing source.

When the need for collateral with the BANK is expected to substantially increase on any given day or over a series of days, DEPOSITOR agrees to notify the BANK of such expected increase at least 1 business day prior to the expected date the additional deposits are expected to be received.

5. Delivery of Collateral to CUSTODIAN.

BANK already, or will immediately after the effective date of this Agreement, deliver to CUSTODIAN collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the uninsured funds (as described in Section 4 above) of DEPOSITOR deposited with BANK. Such collateral or substitute collateral (as discussed below), shall be kept and retained by CUSTODIAN in an account maintained in the name of BANK and subject to the control of DEPOSITOR pursuant to the terms of this Agreement and of the Security Agreement, so long as the depository relationship between DEPOSITOR and BANK shall exist, and after the termination or expiration of this Agreement so long as any portion of the deposits made by DEPOSITOR with BANK shall have not been properly paid out by BANK to DEPOSITOR or on its order. The BANK grants a security interest in such collateral to DEPOSITOR. The joint custody account at the Federal Reserve Bank/ Federal Home Loan Bank will be held in the BANK's and DEPOSITOR's name.

6. Custodian Safekeeping Account.

The BANK shall cause CUSTODIAN to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a separate joint safekeeping account with the CUSTODIAN, the DEPOSITOR, and the BANK, to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with the CUSTODIAN.

7. Duties and Liabilities of CUSTODIAN.

It is distinctly understood by all the parties that the CUSTODIAN shall not be required to ascertain the amount of funds on deposit by the DEPOSITOR with BANK, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with the CUSTODIAN by BANK pursuant to this Agreement, and the CUSTODIAN is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of the securities delivered to Custodian, and for any negligence, gross negligence or willful misconduct of CUSTODIAN's own officers, agents, and employees.

8. Right of DEPOSITOR Upon BANK'S Breach of Duties Under Agreement or BANK'S Insolvency.

Should BANK fail at any time to pay immediately and satisfy upon proper presentation any check, draft, or voucher lawfully drawn upon any Demand Deposit, or fail at any time upon proper presentation or authorization to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any IOC, MMA, or Savings Account and the interest on such IOC, MMA, or Savings Account, or in case BANK becomes insolvent or in any manner breaches its contract with DEPOSITOR, it shall be the duty of the CUSTODIAN, upon the demand of DEPOSITOR (in DEPOSITOR'S sole discretion, and supported by proper evidence of any of the above listed circumstances), to surrender the above-described collateral to DEPOSITOR. DEPOSITOR may, in accordance with the terms of this Depository Agreement and any applicable provisions of a Security Agreement, sell all or any part of such collateral, and out of the proceeds of such sale deduct for itself payment of all damages and losses sustained by it, together with all expenses of

any kind and every kind incurred by DEPOSITOR on account of such breach, failure or insolvency, accounting to BANK for the remainder, if any, of such proceeds or collateral remaining unsold.

9. Collateral Substitutions by BANK.

If BANK shall desire to sell or otherwise dispose of any one or more of such collateral so deposited with the CUSTODIAN, it may, with prior approval of DEPOSITOR, substitute for any one or more of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by BANK as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral deposited with the CUSTODIAN shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral so deposited with the CUSTODIAN is less than the Collateral Requirement, then in that event, BANK shall immediately deposit with the CUSTODIAN additional collateral as may be necessary to meet the Collateral Requirement no later than the end of the next business day after the value falls below the required level.

BANK shall be entitled to income on collateral held by the CUSTODIAN, and the CUSTODIAN may dispose of such income as directed by BANK without approval of DEPOSITOR, to the extent such income is not needed to secure DEPOSITOR's deposits, and provided that retention of such income does not otherwise violate this Agreement.

10. Trust Receipts For Collateral; DEPOSITOR'S Right To Itemized List of Collateral.

BANK shall cause CUSTODIAN to promptly forward to DEPOSITOR trust receipts covering all such collateral held for DEPOSITOR by CUSTODIAN, including substitute collateral substituted in accordance with this Agreement. BANK shall also maintain records relating to all such collateral held for the benefit of DEPOSITOR. Upon written request of the DEPOSITOR, and if in accordance with the CUSTODIAN's agreement, the BANK shall request that the CUSTODIAN furnish as of any date requested a completely itemized list of collateral held as security for DEPOSITOR.

11. Collateral Value In Excess of Collateral Requirement.

If at any time the collateral held by the CUSTODIAN for the benefit of the DEPOSITOR has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of the BANK, confirmed by an authorized representative of the DEPOSITOR, the BANK may request withdrawal of a specified amount of collateral, the CUSTODIAN shall deliver this amount of collateral (and no more) to BANK, and the CUSTODIAN shall have no further liability for collateral so redelivered to BANK. There will be no fees assessed by the BANK against DEPOSITOR for excess collateral above the collateral requirement of 102% at any time.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

12. Termination; Amendment of Agreement.

Either DEPOSITOR or BANK shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. The Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that DEPOSITOR may have at law or in equity, if BANK breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of BANK receiving notice of such breach or default from DEPOSITOR, then after expiration of such 30 day cure period, DEPOSITOR may terminate this Agreement and withdraw its funds by giving BANK written notice of termination and withdrawal. Both BANK and DEPOSITOR agree that

among other items constituting default under this Agreement is a failure to maintain adequate collateral or adequate capital ratios (if applicable).

In the event that DEPOSITOR fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and DEPOSITOR does not cure such breach or default within 30 calendar days of DEPOSITOR receiving notice of such breach or default from BANK, then after expiration of such 30 calendar day cure period, BANK may terminate this Agreement by sending written notice to DEPOSITOR of BANK's decision to terminate. Upon receipt of such notice, DEPOSITOR shall make provisions for the immediate withdrawal of DEPOSITOR'S funds from BANK. This Agreement may be amended in a writing executed by both the DEPOSITOR and the BANK.

13. Post-Termination/Expiration Obligations.

When the relationship of DEPOSITOR and BANK shall have ceased to exist, and when BANK shall have properly paid out all deposits of DEPOSITOR, it shall be the duty of DEPOSITOR to give the CUSTODIAN a certificate to that effect. Upon CUSTODIAN'S receipt of such certificate, the CUSTODIAN shall redeliver to BANK all collateral then in its possession belonging to BANK for the benefit of DEPOSITOR, and taking its receipt for such delivery. An order in writing presented to the CUSTODIAN by DEPOSITOR and a receipt for such collateral by BANK shall constitute a full and final release of the CUSTODIAN of all its duties and obligations under this Agreement, and the CUSTODIAN shall not have any liability of any kind whatsoever to both DEPOSITOR and BANK, except for any liability as set forth in Section 7 above where such liability arose while the collateral was in CUSTODIAN's control.

14. Representations and Warranties of the Parties.

The BANK represents and warrants that:

- (a) the BANK is the sole legal and actual owner of the securities or of a beneficial interest in the securities utilized to collateralize deposits;
- (b) other than the security interest granted to DEPOSITOR herein, no other security interest has been, nor will be, granted in the securities utilized to collateralize deposits;
- (c) BANK accounts are insured to the regulatory limits of the FDIC;
- (d) this Agreement has been approved by the BANK's Board of Directors, and such approval is evidenced by a true and correct copy of the resolution of BANK's Board of Directors adopted at the meeting at which this Agreement was approved (attached to this Agreement and incorporated for all purposes), and further, such approval is reflected in the minutes of such meeting of the Board of Directors; and
- (e) this Agreement is an official record of the BANK, and has been, and will continue to be, an official record of the BANK from the date of its approval by the BANK's Board of Directors.

The DEPOSITOR represents, warrants and promises that:

- (a) the DEPOSITOR has complied with all applicable law governing the selection of a depository bank, that DEPOSITOR has full power and authority to enter into this Agreement, the Agreement is a valid and binding agreement enforceable against the DEPOSITOR pursuant to its terms, and does not and will not violate any statute or regulation applicable to DEPOSITOR;
- (b) all acts, conditions, and things required to exist, happen, or to be performed on DEPOSITOR'S part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and

- (c) DEPOSITOR will comply with the terms of any other agreements it may have with BANK in connection with this Agreement.

15. Incorporation of Request For Proposal and Response; Conflicting Provisions.

The DEPOSITOR'S Request for Applications dated June 19, 2015 ("RFA"), and the BANK'S response to the DEPOSITOR'S Request For Applications, dated August 3, 2015 ("Response"), are incorporated into this Agreement by reference. In the event of any conflicts between the RFA and the Response, the provisions of the RFA control. In the event of any conflicts between the Response and this Agreement regarding provisions and topics addressed in both documents, the provisions of this Agreement control. In the event of any provisions and topics addressed in the Response and not addressed in this Agreement, the Response controls.

16. Liability of the Parties.

The BANK's and DEPOSITOR'S duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

17. Invalidity; Severability.

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

18. Governing Law; Venue.

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. BANK and DEPOSITOR consent to the non-exclusive jurisdiction of a state or federal court situated in Nueces County, Texas, in connection with any dispute arising from or relating to this Agreement. BANK and DEPOSITOR irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum.

19. Notices.

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the DEPOSITOR:

Jonny F. Hipp
Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua, Suite 950
Corpus Christi, TX 78401-0835

If to BANK:

Tom Frost III
Senior Executive Vice President
Frost Bank
P.O. Box 1600
San Antonio, TX 78296-1600

20. Security Measures.

BANK and DEPOSITOR agree to implement and follow mutually agreeable and adequate measures to protect the privacy and security of DEPOSITOR's transactions and information, including communications and information held by DEPOSITORY or BANK, or transmitted between DEPOSITOR and BANK. These measures may set forth in various BANK service-specific agreements or documentation, and shall address such issues as: (1) signature and identity verification; (2) fraud detection, prevention and reporting; (3) security codes and similar controls; (4) transmittal procedures and prior and proper authorization of telecopy, telephone, electronic and other transactions; (5) e-commerce issues such as encryption, e-mail security, and website security; and (6) computer and other access controls. BANK shall provide DEPOSITOR with at least 30 days prior written notice of any changes or amendments to the Bank's security procedures, as described in this Section 20 and elsewhere in this Agreement or other BANK service-specific agreements or documents, unless such changes or amendments must, in BANK'S sole opinion and discretion, be made: (i) immediately in order to guard against or mitigate a risk of fraud or criminal activity; or (ii) immediately to comply with an order or directive from law enforcement, court of law or any other regulatory agency with authority over the BANK's activities and operations.

21. Assignment and Binding Effect; Amendment.

The DEPOSITOR may not assign all or any part of its rights or obligations under the Agreement without the BANK'S prior express written consent, which may be withheld in the BANK'S sole discretion. The BANK may not assign all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein without the DEPOSITOR's prior express written consent, which may be withheld in the DEPOSITOR's sole discretion except in the event of a sale, merger or aquition, in which case the DEPOSITOR may elect to terminate this Agreement immediately without the required 90 days prior written notice described in Section 12. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

22. Third Party Service Providers.

In the normal course of its business, BANK may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. In the event that BANK engages such third party vendors or subcontractors, any contracts that BANK enters into with such third party vendors or subcontractors for the assistance in providing services under this Agreement shall contain necessary clauses requiring such third party vendors or subcontractors to comply with the provisions of this Agreement, including, but not limited to, levels of performance, service and data security. Any third party vendor or subcontractor used by BANK is an independent contractor and not the BANK'S agent. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

23. Records, Reports and Audits.

BANK shall maintain separate, accurate and complete records relating to the DEPOSITOR'S funds, the pledged securities and all transactions relating to the pledged securities. BANK will also take reasonable steps to insure that the CUSTODIAN shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. DEPOSITOR and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 23.

IN WITNESS WHEREOF, the BANK and DEPOSITOR have caused this Agreement to be duly executed
as of the _____ day of _____, 2015.

BANK:

FROST BANK

ATTEST:

By: _____

Name: Tom Frost III

Title: Senior Executive Vice President

Name: Ana Maria Carpio
Title: Administrative Officer

DEPOSITOR accepts and agrees as the _____ day of _____, 2015.

DEPOSITOR:

NUECES COUNTY HOSPITAL DISTRICT

ATTEST:

By: _____

Name: Jonny F. Hipp

Title: Administrator/Chief Executive Officer

Name:
Title:

Exhibit A



BANKING INVESTMENTS INSURANCE

COMMERCIAL BANKING AND TREASURY MANAGEMENT SERVICES

Public Funds Schedule of Fees as of July, 2015

Pricing is valid for 90 days

Public Funds

Nueces County Hospital District

Balance Inquiries/Transfers

24-hour telephone account information line—inquiries	No charge
24-hour telephone account information line—transfers	\$0.50 each
24-hour telephone account information line—stop payment	\$20.00 each
Customer service representative assisted—inquiries	2 free, then \$2.00 each thereafter
Customer service representative assisted—transfers	\$2.00 each

Blocked and Control Accounts

Setup	
Frost standard agreement	\$500.00/account
Nonstandard agreement, simple	\$1,500.00/account
Nonstandard agreement, complex	\$3,000.00/account
Monthly maintenance	\$100.00/account

Check Clearing and Processing Services

Commercial account maintenance	\$15.00/account/month
Cancelled checks	\$2.00/account/month
Credits posted (does not include ACH, Lockbox or Digital Deposits credits)	\$0.50/credit
Debits posted (does not include ACH debits)	\$0.12/debit
Items deposited (unencoded) On Us	\$0.02/item
Items deposited (unencoded)	\$0.075/item
Hold mail service fee	\$10.00/account/month
Return items	\$5.00/item
Telephone or fax notification	\$10.00/call or fax
Reclear	\$3.50/item
Special signature requirements	\$3.00/month + \$0.10/item

Collection Services

Collection items (drafts, checks)	\$20.00/item
Custodial fee (after due date of foreign documentaries)	\$10.00/month/item
Dealer drafts/immediate credit drafts	\$12.00/item
Documentary	\$80.00/item
Foreign check	\$40.00/item

Commercial Vault Services

Currency deposits	\$0.50/\$1,000.00/deposit
Discrepancy notification	\$10.00/call
Change order minimum	\$5.50/order
Detailed reporting	\$15.00/hour
Full Fed standard bag of coin deposited	\$2.25/bag
Mall depository pickup	\$2.75/bag
ATM fit currency furnished	\$1.50/strap
Partial bag of loose coin deposited	\$4.00/bag
Plastic deposit bag	\$0.65/bag + applicable processing fees
Rolled coin furnished	\$0.09/roll
Strapped currency furnished	\$0.55/strap
Various coin/currency supplies available on request	Prices vary

TREASURY MANAGEMENT SERVICES

Teller Services

Branch deposit processing	\$3.50/deposit
Change order minimum	\$5.50/order
Rolled coin furnished	\$0.10/roll
Strapped currency furnished	\$0.60/strap

Wire Transfer Services

Outgoing Fed Wire	\$25.00/wire
Outgoing international wire	\$45.00/wire
Outgoing Intrabank transfers	\$5.00/transfer
Incoming Fed Wire	\$8.00/transfer
Incoming Intrabank transfers	\$5.00/transfer
Investigations	\$20.00/hour (\$20.00 minimum)
Mail daily wire advice statement	\$5.00/statement
Phone call notification	\$5.00/call
Photocopies	\$3.00/page

Additional Account Services

Account research	\$20.00/hour
ACH blocking	\$10.00/account/month
Audit confirmation	\$10.00/hour
Check/document photocopies from microfilm	\$3.00/item
Credit investigation services	\$25.00/investigation
Regulatory balance fee	No charge
Money order	\$3.00 each
Nonsufficient funds charge	\$33.00/check
Overdraft charge	\$33.00/check with a maximum of \$165/day + interest
Stop payment	\$30.00 each
Special computer programming	\$175.00/hour (2-hour minimum)
Transfer standing order	\$2.00 each

Account Analysis Rates

Average negative collected balance	Prior month's average Frost Bank Prime + 3%
Earnings credit rate	Prior month's average 91 day T-Bill auction discount rate + 25 basis points

Account Reconciliation

Full reconciliation	\$25.00 setup, \$75.00/account + \$0.04/item
Partial reconciliation	\$25.00 setup
Paid item output—transmission	\$50.00/account/month + \$0.04/item
Statement All Items Report	\$0.05/item (\$50.00 minimum/account/month)
Site reconciliation	\$25.00 setup, \$50.00/account + \$0.04/item
Positive pay with full reconciliation	No charge to maintain file (see Positive Pay section for per-item fees)
Manual Issue Item	\$1.00/item

TREASURY MANAGEMENT SERVICES

ACH (Automated Clearing House)

ACH origination	\$30.00/month, plus \$0.10 per item
ACH Operating Rules, Corporate Edition	\$17.00, plus tax
ACH credit received	\$0.15/item
ACH debit received	\$0.15/item
ACH reclear items	\$2.00/item
ACH returned items	\$3.00 each
Notification	\$5.00/phone call or fax
ACH file maintenance	\$12.00 each
Electronic payment authorization—monthly service fee	\$10.00/month/account
Electronic payment authorization—authorized originator	\$3.00/month/originator
Financial Electronic Data Interchange (FEDI)	\$0.06/item
Financial Electronic Data Interchange (FEDI) paper advice mailed	\$1.25/page
SEC blocking—monthly service fee	\$10.00/month
File translation	\$500.00/month

Automated Sweep*

Investment	\$115.00/month
Line of credit	\$140.00/month
Line of credit and investment	\$165.00/month

* Securities products are NOT FDIC insured * NOT guaranteed by Frost * NOT products of Frost and may involve risk to principal amount invested.

CD-ROM Image Archive

CD-ROM captured imaged items through regular processing, checks not returned	\$25.00/CD, plus \$0.04/item
CD-ROM captured imaged items directly from checks held by customer	\$75.00/CD, plus \$0.05/item
Software for CD-ROM image archive	\$300.00, plus tax

Controlled Disbursements

Controlled disbursements	\$120.00/account/month
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Digital Deposits

Digital Deposits Essential (DD Premium fees do not apply)	\$50.00/month
Digital Deposits Premium	
Image capture	\$0.10/image
Monthly maintenance fee	
Customer-owned scanner	\$50.00/workstation
Frost procurement—scanner model CX30	\$50.00/workstation
Frost procurement—scanner model TS230	\$100.00/workstation
Frost procurement—scanner model Cannon CR 190	\$200.00/workstation
Digital Deposits credit posted	\$0.50/item
Digital Deposits item deposited On Us	\$0.02/item
Digital Deposits item deposited	\$0.065/item

TREASURY MANAGEMENT SERVICES

Internet Banking Cash Manager Premium	
Previous day balance/activity summary	\$50.00/month
Accounts reported	\$15.00/account/month
Data export	Included with detail
Previous day detail reported	\$0.035/item
Current day reporting (cash position draw report)	\$40.00/account/month
Account (book) transfers	\$0.50/transfer
ACH activity report	No charge
Checking account statement	No charge
Financial Electronic Data Interchange (FEDI)	\$0.06/item
Positive pay exception (reject) report	No charge
Security token	\$25.00/token shipped
Data exchange (incoming)	\$75.00/account/month, plus \$0.03/item
Data exchange (outgoing)	\$75.00/account/month, plus \$0.05/item
BAI2 file previous day (delivered outside of Cash Manager)	
BAI2 accounts reported	\$15.00/account/month
BAI2 detail reported	\$0.05/item
BAI2 file intraday (delivered outside of Cash Manager)	\$50.00/account/month

Positive Pay	
Without full reconciliation	No charge to maintain file
With full reconciliation	No charge to maintain file
Adjustments to file after receipt	\$1.00/item
Paid reject item	\$5.00/item
ACH reverse positive pay or check blocking	
Paid reject item	\$1.00/item
Payee review	\$20.00/month + \$0.05/item

Stop Payment / Check Inquiry Cash Manager	
Stop payment initiation	\$8.00 each
Check status inquiries	No charge
Stop payment module	No charge

Tax Payment Services also available through Cash Manager ACH functionality	
Frost Tax Payment automated tax payment setup	\$3.00 each
Frost Tax Payment transaction	\$3.00 each

Wire Transfer Services Cash Manager	
Domestic wire initiation	\$10.00/wire
Outgoing international wire	
In US dollars	\$30.00/wire
In other currencies	\$15.00/wire
Book transfer initiation	\$3.00/transfer
Funds transfer/wire module	No charge
Future-dated wire cancellation	\$10.00
Review of wire activity	No charge
Standing instructions	\$25.00/transfer, plus \$10.00/wire

Zero Balance Accounting	
Zero balance account, primary	No charge
Zero balance account, secondary	\$25.00/month/account