



BUSINESS CASH RESERVE AGREEMENT

Effective: January 1, 2016

This Business Cash Reserve Agreement ("Cash Reserve Agreement"), Borrower's Application for Business Cash Reserve (Business Overdraft Protection), the letter notifying Borrower of approval of its Business Cash Reserve Account ("Approval Letter") and the Deposit Agreement constitute Borrower's BUSINESS CASH RESERVE AGREEMENT ("Credit Agreement"). The Credit Agreement sets forth the terms of the agreement between Borrower and ZB, N.A. dba Vectra Bank Colorado ("Bank"); it contains important information that Borrower should review carefully and keep for its records. If the Bank has approved the Business Cash Reserve Account for Borrower, Borrower's use of the Business Cash Reserve Account constitutes acceptance of the terms in the Credit Agreement and Borrower's agreement to be bound by the Credit Agreement.

1. **DEFINITIONS:** The following DEFINITIONS apply and will help Borrower better understand this document.

Advance. A transfer of funds from Borrower's Business Cash Reserve Account to Borrower as explained in the section entitled "How to Obtain Advances" below.

Borrower, you, or your. The business entity, business organization or sole proprietorship and joint applicant in whose name the Bank has granted credit and established the Business Cash Reserve Account pursuant to a Business Cash Reserve Application and who is liable for the entire amount owing on the Business Cash Reserve Account pursuant to the terms of the Credit Agreement.

Business Cash Reserve Account. The revolving credit account governed by the Credit Agreement between the Borrower and the Bank and may include either a revolving credit line or an overdraft line or both if approved in writing by Bank.

Business Cash Reserve Application. The application submitted by Borrower to request a Business Cash Reserve Account.

Checking Account. The checking account with the Bank that Borrower designated for overdraft protection in the Business Cash Reserve Application and the account in which Advances are made.

Credit Limit. The maximum amount approved by the bank that Borrower can advance funds against for the Business Cash Reserve Account.

Deposit Agreement. The Bank's Deposit Agreement which governs the Checking Account as amended from time to time.

Guarantor. Any guarantor, surety, or accommodation party of any or all of the Business Cash Reserve Account.

Joint Applicant. The person(s) designated in the Business Cash Reserve Application applying for joint credit with the Borrower.

Outstanding Balance. The sum of all charges to Borrower's Business Cash Reserve Account, including all Advances, interest charges, other fees and charges that are due but unpaid as of the closing date of a monthly statement referencing Borrower's Business Cash Reserve Account.

Vectra Bank. Includes any of the following "Vectra", "Vectra Bank", "Bank", "Lender", "we", or "us".

2. **BORROWER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Effective upon Borrower's submission of its Business Cash Reserve Application, and continuing until termination of the Credit Agreement and satisfaction of all obligations of Borrower hereunder, Borrower covenants, represents, and warrants the following:

a. **Legal Status.** Borrower, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.

b. **Authority to Enter into Credit Agreement.** Borrower has full power and authority to enter into and perform all obligations under the Credit Agreement, and Borrower has been duly authorized to do so by all necessary organizational action.

c. **No Conflict with Other Documents.** Borrower's entering into and performing all obligations under the Credit Agreement are not inconsistent with any of Borrower's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Borrower is a party or by which Borrower is bound.

d. **Accurate Information.** All information that Borrower has provided and will provide at any time in the future is and will be accurate, and the Borrower's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.

e. **Further Assistance.** At the Bank's request, Borrower shall deliver, in a form acceptable to the Bank, any legal documents, financial statements or information. The Borrower shall also promptly notify the Bank of any significant change in its business or other development (for example, an Internal Revenue Service investigation, a lawsuit filed against Borrower, the filing of a tax lien against Borrower or any of its assets) that has or may have a materially adverse effect on Borrower's business.

3. **CREDIT LIMIT:** The credit limit assigned to Borrower's Business Cash Reserve Account is disclosed on each monthly statement (the initial credit limit appears on the Approval Letter). Borrower agrees not to use or allow anyone else to use its Business Cash Reserve Account in any way that would cause Borrower's credit limit to be exceeded. Borrower is liable for the entire Outstanding Balance even if it exceeds the credit limit. The Bank may increase or decrease the credit limit at any time and will notify Borrower of such change. Borrower may request a change in its credit limit in person at any banking office of the Bank.

4. **HOW TO OBTAIN ADVANCES:** Subject to Borrower's credit limit, Borrower may obtain Advances on its Business Cash Reserve Account by the following methods:
- In person at any banking office of the Bank by requesting an Advance which will be deposited in the Checking Account.
 - Over the telephone by calling a Bank branch office and requesting the Bank to deposit the Advance from Borrower's Business Cash Reserve Account to Borrower's Bank Checking Account. The Bank will not honor Borrower's telephone instructions unless Borrower correctly gives such identifying information as the Bank may request. Borrower's telephone instructions must be received by 3:00 p.m. Monday through Friday (except for holidays) to be processed that day. Any authorized signer on the Checking Account Signature Card may request an Advance. If Borrower desires to authorize anyone else to request an Advance over the telephone, Borrower must execute and deliver to Bank a Business Cash Reserve Telephone Transfer Authorization in a form acceptable to Bank naming other individuals with authority to request an Advance over the Telephone.
 - By writing checks on the designated Bank Checking Account which results in an overdraft of that Checking Account (Borrower is liable for all such Advances even if the check is signed by another owner of, or authorized signer on, the Checking Account who is not obligated on Borrower's Business Cash Reserve Account). The Bank will make an automatic cash transfer from Borrower's Business Cash Reserve Account to Borrower's checking Account in increments of \$100. The amount of each automatic transfer will be an Advance on Borrower's Business Cash Reserve Account for which Borrower is liable. If the unused portion of the Business Cash Reserve Account credit limit is not sufficient to pay the full amount of an overdraft debit transaction, then (1) the Bank is not required to make any Advance under the Business Cash Reserve Account but may choose to Advance the remaining portion of the credit limit or the amount of the overdraft debit transaction, and (2) Borrower shall incur the fees that are then in effect for the Checking Account, based on whether the debit transaction is (i) dishonored or declined by the Bank, or (ii) allowed to create an overdraft balance in the Checking Account that exceeds the credit limit.
5. **MONTHLY STATEMENTS:** The Bank will send or make available to Borrower a monthly statement summarizing each transaction on Borrower's Business Cash Reserve Account during the preceding billing period. This statement will be combined with the regular Checking Account statement. The monthly statement will show the total amount owed as of the end of the billing period, any interest charges, late payment fees or other charges, the minimum payment due and the payment due date (which date is 22 days from the monthly statement closing date). It also shows the Borrower's current credit limit. The Bank will mail or deliver the monthly statement to only one address. Borrower shall review the monthly statement promptly and carefully and shall notify the Bank immediately if Borrower believes that any errors exist.
6. **HOW THE ENDING BALANCE IS DETERMINED:** The total amount that Borrower owes the Bank at the end of the current billing period appears as the "Ending Balance" on the monthly statement. The entire amount owing on the Business Cash Reserve Account at the end of the previous billing period is called the "Previous Balance." The Ending Balance is determined by taking the Previous Balance and 1) applying (in the order set forth below) any payments and credits received by the Bank during the current billing period and then 2) adding any Advances on the Business Cash Reserve Account, interest charges, fees, and other adjustments.
7. **ANNUAL PERCENTAGE RATE:**
- Daily Periodic Rate and ANNUAL PERCENTAGE RATE. The daily periodic rate will be $\frac{1}{365}$ ($\frac{1}{366}$ for a leap year) of the then current ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE is a variable rate. Unless otherwise indicated in the Approval Letter, the ANNUAL PERCENTAGE RATE in effect throughout a particular billing period will be as follows:
 - Prime Rate plus a margin of 7%.
 - Prime Rate. The interest rate on your Cash Reserve Account is subject to change from time to time based on changes in an independent index, which is the Prime Rate as published in the Wall Street Journal ("the "Index"). If a range of rates has been published, the higher of the rates will be used. Information about the Index is available or published daily in the Wall Street Journal. Borrower acknowledges that the Prime Rate as used herein does not mean the lowest rate at which the Bank has made or may make loans to any of its customers, either now or in the future. If the Index becomes unavailable, the Bank may designate a substitute Index after providing notice to Borrower.
 - Effect of Change in Rate. All other factors being equal, and subject to the method by which the minimum payment is calculated (as described below), an increase in the annual percentage rate will increase the minimum payment, and a decrease in the annual percentage rate will decrease the minimum payment.
8. **INTEREST CHARGES:** An interest charge will be assessed on each Advance from Borrower's Business Cash Reserve Account from the date of transaction; there is no grace period within which an Advance from the Business Cash Reserve Account can be repaid without incurring an interest charge. These interest charges will apply whether before or after default, judgment, or the closing of the Business Cash Reserve Account. The total amount of the interest charge for a billing period will be calculated as follows:
- We first determine the "average daily balance" of Borrower's Business Cash Reserve Account (including current transactions). To get the "average daily balance" we take the beginning balance of Borrower's Business Cash Reserve Account each day, add any new Advances and subtract any payments or credits. This gives us the daily balance (any unpaid interest charges incurred during that billing period are not included in the daily balance). Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "average daily balance" on your monthly statement. The Bank then multiplies the average daily balance by the number of days in the billing period. The resulting number is then multiplied by the daily periodic rate to determine the total amount of the interest charge on Advances from Borrower's Business Cash Reserve Account for that billing period.

9. **PAYMENTS:** Borrower promises to pay the Bank, according to the terms of the Credit Agreement, the entire amount (including all Advances and other fees and charges) owing hereunder. Borrower agrees to make all payments in U.S. Dollars drawn on funds on deposit in the United States. Do not mail cash payments.
- Prepayment.** Borrower may prepay all or any portion of the Outstanding Balance at any time without penalty.
 - Minimum Monthly Payment Amount.** The words "Minimum Monthly Payment Amount" shall mean as follows: If the Ending Balance is less than \$50, the minimum payment required will be the full amount of the Ending Balance; if the Ending Balance is \$50 or more, then the minimum payment will be the sum of two numbers: the first number is the greater of \$50 or 1.5% of the Ending Balance; the second number is the total of all interest charges, any past due amount and any late payment fees. Receipt of Borrower's minimum payment at any address other than that designated on Borrower's payment coupon may create a delay in posting the minimum payment to Borrower's Business Cash Reserve Account and may thereby result in a late fee and additional interest charges.
 - Automatic Payments.** Each month the Bank will automatically debit the minimum payment amount (described above) from that designated Vectra Bank deposit account to make the required minimum payment on the Business Cash Reserve Account. The automatic payments will be debited from the Vectra Bank deposit account and applied to the Business Cash Reserve account on the payment due date set forth in the monthly statement. Automatic payments will be for the minimum payment amount only. If Borrower wishes to pay more than the minimum payment amount, then Borrower will need to pay that additional amount separately. NOTE: If on the payment due date, the designated Vectra Bank deposit account does not contain sufficient funds to cover an automatic payment for the minimum amount due, then the amount of the automatic payment made on the due date will be the amount of the funds actually in Borrower's designated deposit account on that day (the automatic payment system will not overdraft Borrower's designated deposit account in order to make the minimum payment amount due on Borrower's Business Cash Reserve Account), which could result in late payment fees and other charges. The automatic payment system will then check Borrower's designated deposit account daily and continue to debit that account until the full minimum payment amount has been reached.
 - Application of Payments.** Payments will be applied first to interest charges, then principal, then any late payment fees, then other fees and charges, then the remaining portion of the Ending Balance. Payment for more than the minimum payment amount (but not more than the Outstanding Balance) will be accepted as a single payment for that billing period; the amount in excess of the minimum payment will not be applied toward future payments due.
 - Acceptance of Partial or Nonconforming Payments.** The Bank may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Bank's rights under the Credit Agreement or under applicable law. NOTE: the amount of your monthly payment may increase when Borrower's Business Cash Reserve Account is closed and converted to a term loan. See the section below entitled "Reducing or Closing Your Business Cash Reserve Account".
10. **BORROWER'S BUSINESS CASH RESERVE ACCOUNT (MISCELLANEOUS FEES):**
- Transfer Fee.** If an Advance is made from your Business Cash Reserve Account, the Bank will charge a Transfer Fee (referred to as "Credit Line Transfer Fee" on your Monthly Statement) as stated in the Business Cash Reserve Disclosure. The Transfer Fee will be assessed for every Advance and will be added to and included in the Ending Balance.
 - Late Payment Fee.** If the minimum payment shown on the monthly statement is not received at the proper address by the payment due date, there will be a late fee as stated in the Business Cash Reserve Disclosure, which fee will be added to and included in the Ending Balance.
 - Returned Payment Fee.** If any check or other instrument submitted as payment on Borrower's Business Cash Reserve Account is dishonored or must be returned because it cannot be processed, there will be a returned payment charge as stated in the Business Cash Reserve Disclosure, which will be added to and included in the Ending Balance.
 - Research Fee.** For research that Borrower requests on its Business Cash Reserve Account (unless such research discloses a billing error made by the Bank), there will be research and copying charges in the standard amounts set by the Bank and available in each branch office (which amounts will be added to and included in the New Balance).
11. **WAIVER OF CLAIMS FOR GOODS OR SERVICES PURCHASED WITH BUSINESS CASH RESERVE ACCOUNT:** The Bank will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or related to any goods or services purchased with the Business Cash Reserve Account.
12. **JOINT ACCOUNTS:** If your Business Cash Reserve Account is in the name of more than one person, each and every such person shall be jointly and severally liable for the full Outstanding Balance, including without limitation any amount in excess of the credit limit. In addition, except as otherwise required by applicable law, you agree that all monthly statements and notices to you regarding your Business Cash Reserve Account may be sent or made available to any one of you.
13. **RESTRICTIONS ON USE OF BUSINESS CASH RESERVE ACCOUNT:**
- Who may use.** Only Borrower, through any one of its authorized agents listed as signers on the Checking Account Signature Card are permitted to use Borrower's Business Cash Reserve Account. Any additions or deletions to the list of authorized agents must be made in writing on a form designated by the Bank.
- Business Use.** Borrower agrees that the Business Cash Reserve Account shall be used ONLY for business purposes and NOT for personal, family, or household purposes. Borrower also agrees that the Business Cash Reserve Account will not be used for any illegal purpose.
- Within Credit Limit.** Each use of Borrower's Business Cash Reserve Account is subject to the unused amount of available credit on Borrower's credit limit.

14. FINANCIAL AND CREDIT INFORMATION:

- a. **Financial Information.** The Bank may need updated financial information from Borrower at some time in the future. If the Bank asks, Borrower agrees to furnish any current financial information that the Bank may request, including without limitation current financial statement, income tax returns, an updated Business Cash Reserve Application, etc.
- b. **Credit Reports.** Borrower hereby authorizes the Bank to make whatever credit inquiries or investigations that the Bank deems appropriate and to disclose to others credit information about Borrower's Business Cash Reserve Account and Borrower's performance under the Credit Agreement. The Bank may ask credit bureaus for reports of Borrower's credit history; at Borrower's request, the Bank will tell Borrower whether or not the Bank has requested such reports and will tell Borrower the names and addresses of the credit bureaus furnishing the reports. Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of the Credit Agreement.
- c. **Reporting Negative Information.** Bank may report information about Borrower's account to credit bureaus. Late payments, missed payments, or other defaults on Borrower's account may be reflected in Borrower's credit report.

15. CHANGE OF NAME OR ADDRESS: Borrower agrees to notify the Bank promptly in writing or in person at any Vectra Bank office if Borrower changes its name, business address, or mailing address. Until Borrower notifies the Bank of updated information, the Bank can send statements, notices, and other communications to the name and address in the Bank's records, and they will be deemed effectively delivered for all purposes. If Borrower's mailing address appears to no longer be valid (e.g., mail is returned undelivered), Borrower agrees that the Bank can suspend mailing Borrower's statements, notices, and other communications until a valid address is received from the Borrower.

16. REDUCING OR CLOSING BORROWER'S BUSINESS CASH RESERVE ACCOUNT:

- i) **You may voluntarily close your Business Cash Reserve Account; Repayment.** You may close your Business Cash Reserve Account at any time by delivering written notice to the Bank at your local Vectra Bank branch. (Please note that you are deemed to voluntarily close your Business Cash Reserve Account if you close your associated checking Account.) If your Business Cash Reserve Account is not in default when you close it, you must repay the balance of your closed Business Cash Reserve Account in full if the Ending Balance is \$500 at the time of closing the Business Cash Reserve Account, or if the Ending Balance is over \$500, and you do not choose to pay off the entire balance in full, then the Outstanding Balance shall be converted to a fully amortizing term loan upon the terms as provided in subsection (iii) below.
- ii) **Bank may close your Business Cash Reserve Account without cause; Repayment.** The Bank may close your Business Cash Reserve Account at any time, and without cause or prior notice to you. (Please note that closure of your checking Account will result in closure of your Business Cash Reserve Account.) You must repay the balance of your closed Business Cash Reserve Account as provided in subsection (iii) below.
- iii) **Repayment of a Closed Business Cash Reserve Account that is not in default.** If your Business Cash Reserve Account is not in default when it is closed by the Bank, and you do not choose to pay off the entire balance in full, then the Outstanding Balance shall be converted to a fully amortizing term loan upon the following terms. The number of months to pay off your term loan (the "Repayment Period") depends on the Outstanding Balance at the time of conversion. The following are the conversion terms based on the Outstanding Balance:
 - For balances under \$500: the Repayment term is 6 monthly payments.
 - For balances between \$500 and \$1,000: the Repayment Period is 12 monthly payments.
 - For balances between \$1,000 and \$5,000: the Repayment Period is 24 monthly payments.
 - For balances over \$5,000: the Repayment Period is 36 monthly payments.

In order to fully amortize (pay off) your Outstanding Balance during your Repayment Period, your required Monthly Payment during the Repayment Period may be greater than the amount of your monthly minimum payment during the time your Business Cash Reserve Account was open. The ANNUAL PERCENTAGE RATE applicable during your Repayment Period is calculated in the same manner as it was calculated while your Business Cash Reserve Account was open (see the Section titled "Annual Percentage Rate" above). You may prepay all or any portion of your balance at any time without penalty. The entire unpaid balance of your term loan shall become immediately due and payable if an "Event of Default" (as described in the next Subsection) occurs during your Repayment Period. If requested by the Bank upon or after the closing of your Business Cash Reserve Account, you shall sign reasonable documentation further evidencing your obligations under the term loan. Failure to execute reasonably requested term loan documentation shall be an additional "Event of Default." You remain liable for any Advance that may be made to you after your Business Cash Reserve Account is closed. (Bank may, but is not obligated to, delay for any amount of time converting your Outstanding Balance to a term loan. During that delay, you must continue making your minimum Monthly Payments until your entire Outstanding Balance is paid in full or converted to a term loan.)

- iv) **Termination by Bank upon event of default; Outstanding Balance immediately due in full.** Your Cash Reserve Agreement shall be in default upon occurrence of any of the following Events of Default. Upon such default, the Bank may close your Business Cash Reserve Account and declare its entire Outstanding Balance immediately due and payable in full. Each of the following shall constitute an "Event of Default":
 - If the Bank terminates for cause your Checking Account that is associated with the Business Cash Reserve Account;
 - If your monthly minimum payment is late;
 - If you breach any portion of this Cash Reserve Agreement;
 - If you or any Guarantor dies or become incapacitated, you file for bankruptcy or other adjustment of debt proceeding, or the same is filed against you;
 - If you or any Guarantor becomes insolvent or generally unable to pay your debts;

- If you or any Guarantor makes an assignment for the benefit of creditors or a receiver is appointed for you or your assets;
 - If you or any Guarantor have furnished false or misleading information on the Business Cash Reserve Application;
 - If you or any Guarantor are in default under any other obligations you owe the Bank;
 - If the Bank reasonably believes that you or any Guarantor are unable or unwilling to honor all of your obligations under this Cash Reserve Agreement;
 - If a suit is instituted, or a writ issued, against you or any Guarantor in any court.
 - If an assessment is issued ,against you or any Guarantor for any unpaid state or federal income taxes;
 - If a material change occurs in your or any Guarantor's financial condition;
 - If the Bank in good faith deems itself insecure.
- v) **Bank may reduce your Business Cash Reserve credit limit or freeze further Advances.** The Bank can reduce the amount of your Business Cash Reserve Credit Limit, and/or freeze the availability of further credit advances under your Business Overdraft Line Account, at any time, without cause, and without prior notice to you. Except for such reduction or freeze on the availability of new credit advances, all provisions of this Credit Agreement (including your repayment obligations) shall remain in full effect.
17. **WAIVER OF CLAIMS: Borrower (i) represents that Borrower and Borrower's affiliates have no defenses to or setoffs against any indebtedness or other obligations owing to Bank or its affiliates (the "Obligations"), nor claims against Bank or its affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) release Bank and its affiliates from all claims, causes of action, and costs, in law or equity, existing as of the date of this Agreement which Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to Borrower by Bank or its affiliates.**
18. **LEGAL ACTION AND COSTS:** The Bank may take legal action (including collection action) against Borrower and Borrower agrees to pay all collection costs whether or not awardable as court costs (including the cost of Bank staff) and reasonable attorney's fees. If the Bank sues to collect and Borrower wins the law suit, the Bank will pay Borrower's court costs and reasonable attorney's fees. Also, Borrower agrees that regardless of where it is located, Borrower hereby submits itself to jurisdiction of the State and Federal courts in Denver County, Colorado and San Juan County, New Mexico.
19. **DISPUTE RESOLUTION:** Any dispute or transaction in connection with this Cash Reserve Agreement shall be resolved in the manner of dispute resolution set forth in the Deposit Agreement.
20. **INTERPRETATION; EFFECT; CHANGES TO THE CREDIT AGREEMENT:**
- a. **Duration.** Except for Borrower's right to make charges to its Business Cash Reserve Account (which right expires when Borrower's Business Cash Reserve Account is closed), all other provisions of the Credit Agreement shall remain in full force and effect until Borrower's Business Cash Reserve Account is closed AND all amounts owing on its Business Cash Reserve Account are paid in full.
 - b. **Headings.** The headings used in the Credit Agreement are for convenience only and shall have no bearing on the interpretation of the Credit Agreement.
 - c. **Governing Law.** THE CREDIT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND OF THE STATE that governs the Deposit Agreement regardless of where Borrower may be located or use its Business Cash Reserve Account at any time. All monetary figures on Borrower's Business Cash Reserve Account and in the Credit Agreement are and shall be denominated in United States Dollars.
 - d. **Changing The Credit Agreement.** Borrower agrees that the Bank may change the terms of the Credit Agreement, including without limitation any term pertaining to the interest charges, at any time upon written notice to Borrower. If Borrower does not agree to the change, Borrower must notify the Bank in writing within 25 days after the effective date of the change, and the Bank may close Borrower's Business Cash Reserve Account and may elect to have Borrower pay all amounts due on or before the payment due date. Otherwise, Borrower shall be deemed to have agreed to the change in the Bank's notice. Use of the Business Cash Reserve Account after the effective date of the change shall be deemed to be Borrower's acceptance of the new terms.
 - e. **Integrated Agreement.** Borrower agrees that the Credit Agreement is a final written expression of the agreement between Borrower and the Bank and that the Credit Agreement may not be contradicted by evidence of any alleged oral agreement.
 - f. **Severability.** The provisions of the Credit Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of the Credit Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.
 - g. **Delay in Enforcement.** The Bank may exercise its rights under the Credit Agreement immediately, or, at the Bank's sole discretion, may decline to enforce or delay in enforcing any such rights without losing, waiving, or impairing them.
 - h. **Assignment and Binding Effect.** Borrower may not sell, assign, or transfer the Credit Agreement or its Business Cash Reserve Account or any portion thereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer the Credit Agreement or Borrower's Business Cash Reserve Account or any portion thereof without notice to Borrower. Subject to the foregoing, the Credit Agreement shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.
 - i. **Relationship with Deposit Agreement.** This Cash Reserve Agreement allowing for overdraft protection, modifies the terms and conditions of the Deposit Agreement pertaining to overdrafts. All other terms and conditions of the Deposit Agreement shall remain in full force and affect and are applicable to this Cash Reserve Agreement.