AUBURNBANK
IMPORTANT INFORMATION - POSITIVE PAY AGREEMENT

Thank you for considering the AuburnBank Positive Pay solution to help protect your account from fraudulent check activity. We are confident that you will be very satisfied with the services that we offer.

After reviewing the enclosed contract, please contact Electronic Services at any of the numbers provided below. We will be glad to answer any questions you may have about Positive Pay and to discuss the file upload process with you.

It is important to note that Positive Pay is designed to protect your account from check fraud only. To further protect your account, we recommend you consider adding an ACH Debit Block that will prevent ACH debits from unapproved merchants. Business accounts only have 24 hours to dispute unauthorized transactions on the account.

As your needs change, we will be happy to help you evaluate and offer you the electronic services that will help you achieve your new goals. Again, thank you for choosing AuburnBank.

Leigh Ann Thompson
Treasury Management and Electronic Services Officer
334-887-4639

Jerry Siegel, CISA, CISM
SVP/Chief Technology Officer
334-887-2786

Positive Pay Services Addendum
to AuburnBank Cash Management Services Agreement

THIS POSITIVE PAY SERVICES ADDENDUM TO CASH MANAGEMENT SERVICES AGREEMENT (this "Addendum") dated______________________, contains the terms and conditions for the use of AuburnBank's Positive Pay service (the "Positive Pay Service"), and supplements and constitutes a part of the AuburnBank Cash Management Services Agreement (the "Agreement") and sets forth additional terms and conditions that apply specifically to the Positive Pay Service. The Agreement remains in full force and effect, as supplemented by the terms of this Addendum, and the terms and conditions of the Agreement are incorporated into this Addendum by reference. If there is a conflict or inconsistency between the terms of this Addendum and those of the Agreement, the terms of this Addendum will govern and control the use of the Positive Pay Services described in this Addendum. Terms defined in the Agreement shall have the same meaning in this Addendum, unless this Addendum otherwise defines such terms or unless otherwise required by the context of a term's use. As used in this Addendum, the term "Agreement" shall mean the Agreement, together with and as supplemented by the terms of this Addendum.

In order to participate in the Positive Pay Service, Customer must have at least one Account (as hereinafter defined) with Bank. Customer's use of the Positive Pay Service is also subject to any applicable Account agreement that Customer has with Bank. Customer's use of the Positive Pay Service constitutes its acceptance of this Addendum. This Addendum is subject to change from time to time. Bank will notify Customer of any material change as provided in the Agreement. Bank reserves the right, in its sole discretion, to add services, eliminate services, or otherwise modify the terms or features of any service. Any change will begin to apply upon the effective date of the change, and will apply only to Customer's future use of the Positive Pay Service. Customer's continued use of the Positive Pay Service will indicate its acceptance of any such changes to the Positive Pay Service.

1. Description of Service. This Addendum describes Bank's Positive Pay Services whereby Bank and Customer follow the processes and procedures described herein in order to authorize and/or confirm the payment or return of checks presented for payment against Customer's Account(s). The Positive Pay Service systems are not designed to detect or prevent fraud due to paperless entries (to include ACH, Wire, and EFT) to the Account. If an Account is funded by an ACH, Wire, EFT, or any other paperless entry and there are no funds available to be deposited to the Account, the Bank will not be required to pay any checks presented against the Account.

2. Outstanding File. The Bank will maintain and update an electronic file (the "Outstanding File") which will contain information received from the Customer, in accordance with procedures set forth herein, regarding checks issued by the Customer which have not been presented to the Bank for payment from one or more of the Customer's disbursement accounts (collectively, the "Account") maintained with the Bank. The Customer will provide the Bank complete and accurate information regarding additions to and deletions from the Outstanding File for all checks issued against the Account in a format pre-approved by the Bank and will transmit such information (via a means approved by the Bank) by no later than 5:00 P.M. (Central Time) on the day of the checks' issuance, and prior to the check being presented to the Bank for payment, in the case of additions. To delete an item the Bank must be notified by a Bank-approved method no later than 4:00 P.M. (Central Time) one (1) Business Day (as hereinafter defined) prior to the check being presented to the Bank for payment. Customer should use the Stop Payment service to prevent payment of an item if they are unable to meet the deadline above. Information regarding additions to and deletions from the Outstanding File will include (a) records of checks issued by the Customer (each a "Record" and collectively, the "Records"), and each Record will contain the serial number, dollar amount, and issuance date of an issued check, and (b) any and all deletions of Records previously entered into the Outstanding File. The Bank will not be liable for the return or payment of any check if it does not receive timely and accurate instructions from the Customer with respect to adding or removing such check to or from the Outstanding File. Each Business Day, the Bank will perform an automated review comparing the MICR-encoded information on each check presented for payment against the Account with the Outstanding File. The Bank will perform a manual review of each check rejected by the automated review and will repair damaged MICR lines and identify any other checks that appear to be properly payable. The Customer requests that the Bank pay, and the Bank shall pay, all checks that the Bank identifies through the automated or manual review as matching the serial number and dollar amount of a Record. The Bank will delete, from the Outstanding File, Records for checks paid by the Bank in accordance with this Agreement. All other checks will remain on the Outstanding File.

3. Suspect File. Each Business Day, the Bank will endeavor to make available to the Customer information containing the records of checks presented for payment against the Account the previous day (such information hereinafter called the "Suspect File"), which (a) have serial numbers that do not match the serial number contained in any Record on the Outstanding File or (b) have serial numbers that match serial numbers contained on records on the Outstanding File, but have a different dollar amount than such Records.

4. Return Checks. Each Business Day before 5:00 P.M. (Central Time), the Customer will instruct the Bank (via any means approved by the Bank) to return or pay each individual check corresponding to the records on the Suspect File made available to the Customer by the Bank on such day. If the Customer fails to respond and provide pay or return instructions within the above-stated time frame for each check on the Suspect File, the Bank shall return all checks appearing on the Suspect File for which the Customer has provided no specific instructions and the Bank shall not be liable for damages caused by the return of such checks. The Customer waives any claim of wrongful dishonor of any such checks returned because the Customer did not provide timely instructions to pay checks appearing on the Suspect File or instructed the Bank to return any such checks. Bank is permitted to conclusively rely on Customer's pay or return instructions. Further, in the event Bank receives no instructions from Customer and adopts the default return approach, the default approach shall be conclusively deemed to be the equivalent of your express instruction to return all checks appearing on the Suspect File. As used herein, the term "Business Day" means Monday through Friday, except federal holidays and any other days on which commercial banks in the State of Alabama are authorized to close.

5. Over-the-Counter Transactions. Items presented to Bank for immediate payment (cashing a check at the bank) not matching Customer's issue file will be a Positive Pay violation. From time to time a Bank representative may contact Customer by phone for instruction on a Positive Pay violation. In the event that Bank cannot get a hold of an authorized contact person for instruction on a Positive Pay violation, Bank will return or refuse to pay the item.

6. Check Documents. The Customer agrees at all times to use high quality check documents in accordance with the Bank's check printing and MICR specifications. If Customer orders or prints checks from any check-printing vendor other than Bank, Customer agrees to ensure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations. Checks converted to ACH transactions will be covered by the Positive Pay Services, but the Positive Pay Service will not prevent any other ACH transactions from posting.

7. Fees. Customer agrees to pay the Positive Pay service fee Bank establishes from time to time for this Service and authorizes Bank to charge such fees to a Checking Account. The Positive Pay violation fees and the per-order file correction fees are charged at the time of each event. If the Checking Account has insufficient funds to cover payment of the fees, Bank may deduct the fees from any other Checking Account, Account, or other account maintained by Customer with Bank (in any order in Bank's sole discretion). If the fee is not paid when due, Bank may cancel or suspend the Positive Pay Service. Customer agrees that Bank has the right to change the fees for the Positive Pay Service upon [ten (10)] days' prior written notice.

8. Relationship to Other Agreements. Customer agrees that when it uses the Positive Pay Service, Customer remains bound by the terms and conditions of all of its existing agreements with Bank (including, but not limited to, the terms and provisions applicable to each service that may be accessible through the Positive Pay Service) and that the terms of the Positive Pay Service do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of the Positive Pay Service. Any agreement Customer may have with Bank's affiliates also remains in full force and effect. Customer understands that other agreements it may have with Bank and/or Bank's affiliates may provide for fees, limitations, and restrictions which might impact Customer's use of the Positive Pay Service, and Customer agrees to be solely responsible for all such fees, limitations and restrictions.

9. Other Terms and Conditions.

(a) Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay or return decisions on items to the Bank as shown on **Schedule A** attached hereto ("Authorized

Personnel"). Information provided on **Schedule A** will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing of a change in the list of Authorized Personnel.

(b) Customer acknowledges that notwithstanding the return of checks by the Bank in accordance with Customer's instructions in connection with the Positive Pay Service, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check.

(c) Customer agrees that Bank's duty to Customer is to provide the Outstanding File. Bank shall have no responsibility or liability for payment of any check which precisely matches the issue data on file for any item or Account. Further, Customer understands and agrees that Bank cannot return items presented that have been cashed over-the-counter or otherwise paid prior to the time that: (i) Customer instructs Bank to pay or return the item and (ii) Bank has a reasonable time to act upon such instruction.

(d) Other than the duties specifically undertaken, as described above, Customer relieves Bank of all liability, including liability related to obligations arising under applicable law, or otherwise concerning examination of items presented for payment, and Customer holds Bank harmless from any and all claims made by anyone (including, but not limited to claims regarding Bank's refusal to honor items presented for payment at any of Bank's offices, if Bank did not have accurate issue information regarding the item at the time of presentment of payment, or claims regarding Bank wrongfully honoring an item presented for payment as a result of Customer submitting duplicate entries of the item) for loss or damage, or for breach of security, or for breach of confidentiality of Bank's data or records which may arise in connection with the performance of the Positive Pay Services. Bank reserves the right to require Bank to place a stop payment order on any item to be returned. Any such stop payment orders will be subject to Bank's customary stop payment fees.

(e) Customer acknowledges that the Positive Pay Service is intended to be used to identify and return items which Customer suspects, in good faith, are fraudulent. The Positive Pay Service is not intended to be used as a substitute for Customer placing stop payment orders on items which Customer does not wish to be paid and which are not suspected as being fraudulent. If Bank suspects or concludes, in its sole discretion, that Customer is using the Positive Pay Service in violation of the previous sentence, Bank may require Customer to provide evidence that items Bank returns pursuant to Customer's instructions were in fact fraudulent. Bank will hold Customer liable for losses Bank sustains on items returned under the Positive Pay Service which are not established as fraudulent items.

(f) Customer shall be responsible for ensuring that all checks and Outstanding Files issued by Customer in connection with this Positive Pay Service meet Bank's quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Positive Pay Service, in whole or in part, in Bank's sole and absolute discretion and with or without notice Customer, if the quality of the checks, including (but not limited to) the quality of the magnetically encoded characters on the face of each check and the quality and legibility of the payee name, or the quality of the Outstanding File do not meet Bank's standards and specifications, or if the checks otherwise cannot be processed on Bank's equipment, or if Customer shall otherwise fail to properly perform its duties, obligations, and responsibilities in connection with the Positive Pay Service, or shall commit any act or omission which impairs Bank's ability to provide or prevents Bank from providing the Positive Pay Service.

(g) The types of exceptions identified using the Positive Pay Service are strictly limited to the exception definitions herein. Nothing in this Addendum shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Positive Pay Services provided to Customer hereunder (including, but not limited to, alteration of payee information if such information is not otherwise verified in connection with the Positive Pay Service). Bank shall not be liable for any loss arising from Customer's failure to exercise due diligence.

(h) Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any check if such return resulted from the correct application of the Customer's pay/return instructions.

(i) Any check that is paid in accordance with the Positive Pay Service shall be considered properly payable under the Uniform Commercial Code ("UCC") and Customer agrees that Bank shall have no liability to Customer for paying items in accordance with the Positive Pay Service. Bank's liability to Customer for any presented check erroneously paid by Bank in breach of this Addendum ("Bank's Wrongful Honor") shall be limited to the lesser of the amount of the wrongfully paid check or Customer's actual damages resulting from Bank's payment of the check. Bank retains the right to assert the defense that Customer has sustained no actual damage because Bank's Wrongful Honor discharged for value an indebtedness of Customer. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the UCC. Bank's liability for wrongful dishonor of a check presented to Bank for payment shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns a presented check: (i) that it reasonably believed was not properly payable, or (ii) is required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

10. Termination. Any provisions contained in the Agreement between the Customer and the Bank that may be to the contrary notwithstanding, this Addendum may be terminated at any time by either party upon notice to the other party.

11. Effective Date. This Addendum shall be generally effective as of the date of its execution. However, Positive Pay Services shall not commence until the date that the Bank has received and had a reasonable opportunity to act upon all information and instructions from the Customer that the Bank may require.

Please list below the Account(s) to be set up with the Positive Pay Services:

__________________________ __________________________

__________________________ __________________________

__________________________ __________________________

__________________________ __________________________

__________________________ __________________________

__________________________ __________________________

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum, or caused this Addendum to be executed by their duly authorized representatives, as of the date first above written.

CUSTOMER: ____

Signature: ____

Name: ____

Title: ____

Date: ____

AUBURNBANK OFFICER

Signature: ____

Name: ____

Title: ____

Date: ____

Schedule A

Authorized Personnel

Customer authorizes the following persons to submit pay requests or return requests, or both, to Bank in the name of Customer:

Name: ____

Title: ____

Authorized Signature: ____

Phone Number: _______________________

Authorized to Submit:

Pay Requests

Return Requests

Name: ____

Title: ____

Authorized Signature: ____

Phone Number: _______________________

Authorized to Submit:

Pay Requests

Return Requests

Name: ____

Title: ____

Authorized Signature: ____

Phone Number: _______________________

Authorized to Submit:

Pay Requests

Return Requests

CUSTOMER: ____

Signature: ____

Name: ____

Title: ____

Date: ____