



**Terms of Agreement Between Lift Investing, Inc. and Financial Institution  
Participating in Lift Investing Program in California**

**Parties:**

The purpose of this Agreement is to commit to writing the agreement between Lift Investing, Inc. (hereinafter "Lift Investing") and the participating financial institution ("Financial Institution") electing to participate in the Lift Investing Program ("Lift Investing Program") operated by Lift Investing within California. The Financial Institution and Lift Investing shall collectively be referred to herein as the "Parties" and each individually as a "Party".

**Preamble:**

WHEREAS, the Lift Investing Program creates a platform for public and private sector entities ("Program Participants") and Financial Institutions to promote local investment and economic growth by (i) encouraging the deposit of funds by Lift Investing Program Participants with eligible Financial Institutions having a corporate headquarters domiciled in the respective Lift Investing Program Participant's jurisdiction, and (ii) requiring each participating Financial Institution receiving deposits from Lift Investing Programs to set a goal to lend a certain amount of money's to businesses and other ventures located within the respective Lift Investing Program Participant's designated jurisdiction.

The Parties Agree as follows:

**Agreement:**

1. To participate in the Lift Investing Program, the participating Financial institution shall abide by the terms of the Lift Investing Program Handbooks for the corresponding program, as these documents may be amended in the discretion of Lift Investing from time to time on notification to Financial Institution.
2. The Lift Investing Program requires payment by participating Financial Institution of an Administrative Services Fee beginning at the time funds are first transferred under the Lift Investing program and deposited with Financial Institution. This Administrative Services Fee shall be twenty (20) basis points (one basis point equals 1/100<sup>th</sup> of 1.0%) as a discount on deposits received. The Administrative Services Fee is an annual fee which shall be calculated by the Lift Investing Program and billed to Financial Institution once again on each anniversary date of the Financial Institution's first deposit with the Lift Investing Program. The calculation shall be based on deposits originating through the Lift Investing Program and held by the Financial Institution as of that anniversary date. The initial Administrative Services fee and annual Administrative Services Fees are accepted by Financial Institution and shall be paid within 7 calendar days of billing of the Administrative Services Fee to the Financial Institution. The amount of such Administrative Services Fee is subject to change by the Lift Investing Program on sixty (60) days' advance notice. No Administrative Services Fee shall be charged to the Program Participant. The Administrative Services Fee shall not reduce the amount deposited with the Financial Institution. The Administrative Services Fee is solely an obligation of the Financial Institution.
3. In addition to the Administrative Services Fee, for selected Lift Investing program's the Financial Institution shall be required to maintain membership in Region Business, Inc., including prompt payment of annual dues to Region Business, Inc., as those dues may be amended from time to time.



4. Further details regarding Lift Investing Programs are provided in the corresponding Lift Investing Program Handbook's which is available at this link: [www.liftinvesting.com](http://www.liftinvesting.com) . Please click on this link to read and agree to the terms of the Program Handbook on behalf of your Financial Institution.
5. Financial Institution shall not seek to establish, nor participate or cooperate in the establishment of, nor play any role in the operation of, nor accept a membership in, nor become involved in, any funding program similar to or in competition with the Lift Investing Program without the consent of Lift Investing, it being the understanding and agreement between the Parties that Lift Investing and Financial Institution have a relationship of confidentiality, loyalty and trust between them such that neither will seek to compete with nor dilute the interest of the other or the Lift Investing Program or go outside the exclusive relationship with each other contrary to the terms of this Agreement, unless the other fully consents.
6. It is agreed that neither Lift Investing nor their agents, officers, attorneys, subsidiaries, parent organizations or their assigns shall be responsible for performance or rates of return on deposits made through the Lift Investing Program or for the actions of Financial Institutions or others related to the deposit of said funds through the Lift Investing Program. Each Financial Institution is individually and solely accountable and responsible for its own actions and performance, including returns on deposits.
7. It is agreed that Financial Institution may be terminated from participation in the Lift Investing Program for failure to adhere to the requirements and procedures of the Lift Investing Program as determined by Lift Investing Program administration. Further, Lift Investing Program administration may suspend out-of-compliance Financial Institutions for a period of time as determined by the Lift Investing Program.
8. Financial Institution shall defend, indemnify, and hold harmless Lift Investing and each of their officers, directors, commissioners, members, employees, representatives, attorneys and agents (collectively, the "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, losses, damages, and liabilities to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of this Agreement, except to the extent that such damages are caused by the sole negligence or willful misconduct of such Indemnified Party or are otherwise not permitted to be the subject of this indemnification as a matter of law.
9. The laws of the State of Texas shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. Venue for any legal action shall be in Dallas County, Texas.
10. Financial Institution shall at all times use all precautions and take all steps necessary to protect the intellectual property of Lift Investing, including trademarks, service marks and copyrighted materials of Lift Investing.
11. Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the remaining provisions of this Agreement shall remain in full force and effect. In such a case, there shall be substitution of language for any such invalid or ineffective provision which, as far as legally possible, most nearly reflects the intention of the Parties hereto.
12. This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators' successors and assigns of the respective Parties hereto.



13. This Agreement contains all covenants, stipulations and provisions agreed upon by the Parties hereto and supersedes any prior written or oral representations, including but not limited to any prior offers, counteroffers, negotiations, proposals or attachments to any of them. No oral representations or other agreements have been made by the Parties except as stated in this Agreement.
  
14. This Agreement may only be amended by document clearly intended for purposes of amendment and entitled "Amendment to Agreement Between Lift Investing, Inc. and Financial Institution Participating in Lift Investing Program in California" or similar language prominently displayed as the title to the document and executed by each of the Parties hereto.

[End of Document]