

**FIRST NATIONAL BANK OF THE GULF COAST
WIRE TRANSFER AGREEMENT**

AGREEMENT:

The Bank will execute, without limit as to amount and without inquiry beyond that defined below, any and all written requests, fax requests and computer-initiated requests for the wire transfer of funds from the Customer's account. All wire requests shall be made in accordance with the Bank's operating procedures. Provided Customer has complied with all of Bank's requirements, the Bank will debit the customer's account in the amount of the requested wire transfer plus the applicable fee as set forth in the Bank's Fee Schedule. The Bank is not obligated to make any wire transfer that will create a negative balance in Customer's account nor will the Bank draw upon uncollected funds of Customer. Wire Transfer Requests will be accepted during normal business hours. The Bank will make the requested transfer on the date received provided the request was received by 4:00 P.M. EST.

Unless the Customer waives the verification requirements, all Wire Transfer Requests shall be subject to the following procedure:

SECURITY PROCEDURES:

Unless waived by Customer, all Wire Transfer Requests shall be submitted by an individual authorized to submit a Wire Transfer Request as indicated below and verified by an individual authorized to verify outgoing wires on behalf of the Customer ("Verification").

Customer shall transmit a Wire Transfer Request by written facsimile, electronic mail or by delivering written instructions to the location designated from time to time by Bank for those purposes. Customer shall represent herself or himself as an authorized person and shall supply the name and signature of an authorized person on the facsimile or written Wire Transfer Request. Bank shall then:

1. Compare the signature on the instruction received to the genuine signature of the authorized person.
2. Place a telephone call to an individual on the verification list below at the telephone number designated for such person.
3. Confirm the Transfer Instruction by obtaining from the verifier data regarding the Transfer Instruction amount, beneficiary, and beneficiary's account. Furthermore, if the person verifying a Transfer Instruction is not known to Bank's wire representative, then the wire representative shall request the verifier's Personal Identification Number ("PIN").
4. Customer may submit a Wire Transfer Request via Customer's secure Internet Banking Site. All such requests will be input by a person authorized to input a Wire Transfer Request and verified by a person authorized to verify outgoing wires.

AUTHORIZATION and VERIFICATION

Each of the employees listed below are authorized, as indicated below, to submit and/or verify an outgoing Wire Transfer Request on behalf the Customer named below. Unless a Wire Transfer Request is submitted through Customer's secure Internet banking site, all instructions must be in writing or by facsimile. Verification will be by a "callback" from the Bank to one of the employees listed below. For security purposes, it is recommended that the employee who authorizes the initiation of a wire transfer should not be the same employee who verifies the wire transfer information during the callback process. The Bank will call each individual listed below to obtain their individual and unique four-digit PIN.

<u>Name/Title</u>	<u>Phone Number</u>	<u>PIN</u>	<u>Signature</u>	<u>Submit</u>	<u>Verify</u>
1. _____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

If you do not desire to be subject to the Verification Procedures set forth herein, due to limitations on the amount of employees who may be available to initiate, authorize and verify Wire Transfer Requests, please initial below to waive the Verification Procedure requirement.

_____(Initials) **CUSTOMER HEREBY WAIVES THE WIRE TRANSFER REQUEST SECURITY VERIFICATION PROCEDURES REQUIRING ALL WIRES TO BE VERIFIED BY A SECOND INDIVIDUAL. THE VERIFICATION PROCESS HAS BEEN EXPLAINED TO CUSTOMER AND CUSTOMER UNDERSTANDS BANK RECOMMENDS THE VERIFICATION PROCESS.**

If you waive the verification procedures, you hereby authorize the Bank to accept and process Wire Transfer Requests from any single person on the Authorization List above.

Please note that the Bank recommends that you select the Verification Procedure. However, if the Verification Procedure is waived, you hereby agree that for your purposes allowing any one person to authorize and verify a Wire Transfer Request is a commercially reasonable Security Procedure.

INDEMNITY:

Provided the Bank complies with this Agreement, the Customer will indemnify the Bank and hold it harmless from any and all claims, damages, costs and expenses of any kind including attorney's fees arising in any way, directly or indirectly, from any transfer or from this Agreement.

COMPENSATION FOR LOSS AND LIMITATION OF LIABILITY:

If the Bank causes a loss as a result of its negligence, it shall compensate the Customer for the loss, but its liability shall not be greater than the amount of the transfer requested. The Bank shall not be liable for prospective profits or special or consequential damages, whether or not the likelihood of loss damage was known by the Bank. Its liability is further limited as follows:

- a. The Bank shall not be responsible for acts or omissions of parties not in its control, for failure of computer facilities, for failure or interruption of communication facilities, for action or inaction of government, for acts of god.
- b. The Bank will mail to the Customer a debit advice within a reasonable time after the transfer. The Customer will immediately examine the advices and such periodic account statements that are sent. The Customer will bring any discrepancy to the Bank's attention. The Bank will

not be liable for any transfer, even if the transfer was due to the negligence of the Bank, if the Customer fails to bring the transfer to the Bank's attention within sixty days from the date they receive the advices or account statements, whichever occurs first.

- c. If the request was received by the cutoff hour and if the Bank failed to make the transfer on that day and if such failure was within its control, the Bank will provide compensation for loss of interest during the delay. Compensation may be calculated by adjusting the aggregate ledger and collected balance of the account to reflect the amount that would have resulted had no error occurred. Alternatively, the Bank in its discretion may calculate an amount not to exceed the average Federal Funds Rate for the period and amount in question, computed on a daily basis.
- d. The Bank and the Customer are the only parties to this Agreement and no other entity shall be a third party beneficiary of this Agreement.

REQUESTS FINAL:

A request made by the customer under this Agreement is final. However, the customer may request, and, if possible, the Bank will cancel or amend any request before the transfer is made. The Bank shall incur no liability if it is unable for any reason, to cancel or amend a request.

CHANGES AND AMENDMENTS:

The Bank may change its procedures at any time. The Customer will use the new procedures as soon as they are received. This Agreement will not be changed or modified, except in writing signed by an authorized representative of the Bank. Except for changes made in accordance with these terms and conditions, no deviation, whether intentional or unintentional, shall constitute a change to this Agreement, and no such deviation shall constitute a waiver or any right or duty of either party.

OTHER AGREEMENTS:

All other agreements, rules, regulations and fee schedules governing the Customer's account and any service that the Bank renders for the customer are incorporated in this Agreement by reference to the extent consistent with this Agreement. This Agreement is the entire Agreement for wire transfer services and supersedes all previous agreements and understandings, oral or written, relating to this service. This Agreement is subject to all wire transfer clearing house association guidelines.

E-MAIL SECURITY:

Because e-mail messages are transmitted over the Internet, the Bank cannot ensure the security of the messages. If you choose to send e-mail messages to the Bank, you should be aware of the Bank's regulatory requirements and retention policies.

FUTURE ACCOUNTS:

Unless otherwise directed, this agreement pertains to all future accounts established for the customer noted below. If this agreement is not to apply to an account, notification must be provided in writing and to an officer of the bank during normal business hours allotting a reasonable amount of time to act on such request.

CANCELLATIONS:

This Agreement shall remain in full force and effect until either party receives a written notification of cancellation and has a reasonable time to act on such cancellation. No cancellation shall affect any rights or remedies which accrued before cancellation became effective.

FEES:

All fees for this service shall be in accordance with our published fee schedule. The Customer will be notified of any changes to the schedule.

ADDRESS FOR NOTICES:

Notice to either party shall be mailed to the Customer at the address listed on the "Wire Transfer Authorization and Agreement" or any other request for funds transfer forms supplied by the Bank.

GOVERNING LAW:

The provisions of Regulation J, 12 CFR Part 210, Subpart B, including the appendices, to the extent that the Wire Transfer Request was carried out through Fed Wire, govern this Agreement. Terms which are not defined in this Agreement shall have the same meanings as defined in Uniform Commercial Code Article 4A. The Agreement is also subject to all operation circulars of the Federal Reserve Bank of Atlanta, and any other applicable provision of federal or state law. To the extent the Regulation does not apply, this Agreement will be governed by the laws of the State of Florida.

WAIVER BY JURY TRIAL:

The Bank and Customer knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based on this Agreement, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party relating to this service. This provision is a material inducement for the Bank accepting this Agreement and providing this service.

Customer Name(s): _____

Deposit Account Number(s): _____

Authorized By: _____
Signature Title Date: _____

Authorized By: _____
Signature Title

If you like to receive notifications of all incoming and outgoing wires on this deposit account, please provide the email address(es) to which these should be sent:

