



*Thank you for choosing **Sutton Bank** for your Health Savings Account. Sutton Bank has been serving their clients for over 130 years, and all accounts are insured by the FDIC up to \$250,000.
For more information, please visit www.suttonbank.com.*

- All accounts receive a debit card for your qualified HSA distributions. Cash withdrawal at ATM machines from the HSA account is not allowed.
- Checks are optional, and there is a service fee of \$1.00 per check written. A box of 50 checks is available for \$8.00, and requires a separate check made out to Sutton Bank.
- Approximately ten business days after we receive your application, you will receive two separate letters from the bank. One will contain your Debit Card and the other will contain your PIN number.

***Please fill out the HSA forms completely and provide all signatures requested.
The following items must be enclosed to ensure timely processing of your account:***

☐ Copy of driver's license of each person who will be signing on the account (required by the Patriot Act)

☐ New Account Set-up fee of \$10.00; check payable to **Sutton Bank**.

☐ Opening HSA contribution check payable to: **Sutton Bank**

☐ Optional: Check purchase, **separate** \$8.00 check payable to: **Sutton Bank**

Return forms and checks to:

**Sutton Bank
Attn: Becky Harlan
595 Lexington Ave.
Mansfield, OH 44907**

Your business is greatly appreciated. Please let us know if we can be of further service.

**Sutton Bank
800-422-3641**

Customer Identification Program

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



HSA NEW ACCOUNT FORM

HSA ACCOUNT HOLDER

Are you a senior foreign political figure, a member of a senior foreign political figure's immediate family, and/or a close associate of a senior foreign political figure? Yes _____ No _____

Name (First) _____ (mi) _____ (last) _____

Street Address _____ City _____ ST _____ Zip _____

Mailing address _____ City _____ ST _____ Zip _____

Previous Address _____ City _____ ST _____ Zip _____

Drivers License number _____ ST _____ Expiration Date _____

Date of Birth: ____/____/____ SSN ____/____/____

Daytime Phone ____/____/____ Evening Phone ____/____/____

Email address. ☐ Yes, I would like to receive the free e-statement _____

☐ No, I prefer to pay \$1.50 per month for a paper statement sent to my mailing address.

Insurance:
I state that I have a Qualified High Deductible Health Plan (QHDHP) with Blue Cross Blue Shield Insurance Company.
My policy deductible is \$ _____ Out of pocket \$ _____ Effective Date ____/____/____

I have a ☐ single policy ☐ family policy

HSA contribution: Year _____ Opening contribution *\$ _____ **Catch-up contribution \$ _____

*Yearly maximum contribution for individuals is \$3050 for 2010. Yearly maximum contribution for a family is \$6150 for 2010.

**You may add the "catch up contribution" to these numbers if you qualify. If you're 55 or older any time in 2009, you may add an additional \$1000 for 2009 and beyond.

Please check below if applicable. Transfers from an existing hsa account (trustee to trustee transfer) require a separate form (see HSA forms/Rollover) and a copy of your latest statement from that institution. Rollovers mean you have actually taken possession of funds from a previous account.

I wish to do the following:

_____ Trustee to Trustee transfer—please include statement from current account—transfers require 70 day processing Rollover: I understand that I am only allowed one rollover in a 12 month period.

_____ Rollover: I understand that I am only allowed one rollover in a 12 month period.

PLEASE COMPLETE BELOW IF YOUR EMPLOYER IS CONTRIBUTING ON YOUR BEHALF:

Employer contribution \$ _____ Employer Name Matador Resources Company
Employer Address 5400 LBJ Freeway, Ste. 1500 City Dallas ST TX Zip 75240
Contact Person Jennifer Queen Telephone 972-371-5448

ADDITIONAL HSA ACCOUNT SIGNER: I hereby authorize an additional signer with Power of Attorney over my HSA.
(Please remember to include copy of drivers license for additional signer)

First _____ MI _____ Last _____ SSN ____/____/____

Drivers License number _____ State _____ Expiration Date ____/____/____

Date of Birth ____/____/____

Additional Debit Card for this person? YES ☐ No ☐

Signature of additional signer with Power of Attorney _____ Date ____/____/____

DESIGNATION OF BENEFICIARIES

At the time of my death, the primary beneficiaries named below will receive my HSA assets. If all of my primary beneficiaries die before me, the contingent beneficiaries named below will receive my HSA assets. In the event a beneficiary dies before me, such beneficiary's share will be reallocated on a pro-rata basis to the other beneficiaries that share the deceased beneficiary's classification as a primary or contingent beneficiary. If all of the beneficiaries die before me, my HSA assets will be paid to my estate. If no percentages are assigned to beneficiaries, the beneficiaries will share equally. If the percentage total for each beneficiary classification does not equal 100 percent, any remaining percentage will be divided equally among the beneficiaries within such class. This designation revokes and supercedes all earlier beneficiary designations which may apply to this HSA.

If you have a will, please check here ☐ **SEE TERMS OF WILL**

If you do not have a will, please complete the following section:

Primary Beneficiaries

Name	Address	SSN	Relationship	DOB	%
_____	_____	____-____-____	_____	____/____/____	____
_____	_____	____-____-____	_____	____/____/____	____
_____	_____	____-____-____	_____	____/____/____	____
_____	_____	____-____-____	_____	____/____/____	____

Statement of spouse: I am the spouse of the HSA owner. Because of the significant consequences associated with giving up my interest in the HSA, the custodian has not provided me with legal or tax advice, but has advised me to seek tax or legal advice. I acknowledge that I have received a fair and reasonable disclosure of the HSA owner's assets or property, including any financial obligations for a community property state. In the event I have a legal interest in the HSA assets, I hereby give to the HSA owner such interest in the assets held in this HSA and consent to the beneficiary designation set forth in this form.

If married, **signature of spouse** _____ Date ____/____/____

If not married, please check here ☐ I am single

If this HSA is being established with a regular contribution, I certify that I am covered by a qualified high deductible health plan (HDHP), and that I am not covered by a health plan other than an HDHP that provides any of the same benefits as an HDHP. If this HSA is being established with a rollover or transfer contribution, I certify that the rollover or transfer assets are from another HSA or Archer Medical Savings Account (MSA). I certify that the information provided by me on this Application is accurate, and that I have received a copy of the Application, Health Savings Custodial Account, and Disclosure Statement. I agree to be bound by the terms and conditions found in the Application, Health Savings Custodial Account, Disclosure Statement and amendments thereto. I assume sole responsibility for all consequences relating to my actions concerning this HSA. I understand that I may revoke this HSA on or before seven (7) days after the date of establishment. I have not received any tax or legal advice from the custodian, and I will seek the advice of my own tax or legal professional to ensure my compliance with related laws. I release and agree to hold the HSA custodian harmless against any and all claims or losses arising from my actions. Sutton Bank 1 South Main St P.O. Box 505 Attica, Ohio 44807

IMPORTANT CONTACT NUMBERS AND NEW ACCOUNT FEES & PROCEDURES

SUTTON BANK (800) 422-3641

Website: www.suttonbank.com

Any banking, debit card or account information questions or problems after account is established. Online transfers available through Sutton Bank website using procedures outlined below.

Security and customer service are of the highest importance to us. Please remember that you are establishing a bank account. You will be required to provide signatures and proof of identity to comply with the Patriot Act and to provide you with the most secure experience possible. Your cooperation is needed when complying with bank regulations.

New Account Features and Timeline

1. Form is completed, signed, and forwarded to Sutton Bank, along with a copy of the driver's license for each person who will be a signer on the account.
2. All accounts come with a free debit card (also another free card for additional signers if requested).
3. Checks may be ordered separately by enclosing an additional check payable to Sutton Bank in the amount of \$8 (50 checks). There is a \$1 service charge per check written. Checks may also be ordered later by contacting the bank.
4. Approximately two weeks after the new account is received by Sutton Bank the following will occur:
 - a. You will receive a welcome Letter from Sutton Bank with a signature card to be returned to the bank
 - b. You will receive a separate letter with the your PIN number for the debit card from the bank
 - c. Letter containing the actual debit card will arrive separately from the bank. The debit card must be activated prior to use. It should be swiped at a bank ATM, enter the PIN number and request a balance. There should not be a charge for this. If the machine still insists on a charge, complete the transaction anyway and let Sutton Bank know. They will reverse it.

To pay for eligible expenses: Use debit card (no charge) or checks (\$1.00 charge) at your provider. Keep your HSA Qualified purchases separate from other purchases for IRS compliance purposes and easy record-keeping.

To reimburse for expenses paid out of pocket:

1. Write check from HSA account to self (if checks are ordered) or
2. Go to www.suttonbank.com, click on "on demand transfer" located under Quick Links. Enter your account number and other information, then submit. You will receive by mail their login information within two weeks. You may then enter the system and transfer funds to your regular account (50 cent charge). This transfer takes 2 – 3 days to complete.

Miscellaneous Fees:

Monthly bank account fee	\$1.50
Waived on balances of \$1500 or more for entire month (minimum balance)	
e-statement	FREE
Fee for paper statement	\$1.50/mo.
Process manual withdrawal request	\$5.00
Excess contribution fee	\$10.00
Returned mail fee	\$5.00
Assessed when a required mailing is returned due to bad address	
Overdraft/NSF per item drafted against HSA	\$30.00/item
Online Banking	FREE
Billpay Service	\$2.95/mo.
Per Check Charge	\$1.00/ea.

Please remember, it is the account holder's responsibility to determine which expenses are HSA eligible and to use the account only for payment of eligible expenses. Sutton Bank can not be responsible for improper account usage.

Signature of HSA account holder _____

Date ____/____/____

Health Savings Account Custodial Agreement

Article I.

1. The custodian will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member or any other person). No contributions will be accepted by the custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.

Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions).

Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

Article II.

1. For calendar year 2010, the maximum annual contribution limit for an account owner with single coverage is \$3050. For calendar year 2010, the maximum annual contribution limit for an account owner with family coverage is \$6150.

2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.

3. For calendar year 2010, an additional \$1000 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare.

4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

Article III.

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the custodian that there exists excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Article IV.

The account owner's interest in the balance in this custodial account is nonforfeitable.

Article V.

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).

2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.

3. Neither the account owner nor the custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

Article VI.

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.

2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

Article VII.

1. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.

2. The custodian agrees to prepare and submit any report or return as prescribed by the IRS.

Article VIII.

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

Article IX.

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application that accompanies this Agreement.

Article X.

Your HSA Documents. This Agreement for an HSA, and any amendments or additional provisions to such agreement, set forth the terms and conditions governing the account owner's HSA relationship with us. This Agreement will be accompanied by a disclosure statement, which sets forth various HSA rules in simpler language.

Definitions. This Agreement refers to you as the account owner, and us as the custodian. References to "you," "your," and "HSA owner" will mean the account owner, and "we," "us," and "our" will mean the custodian. Upon your death, your spouse beneficiary, if applicable, becomes "you" for purposes of this Agreement. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your HSA, such third party will be considered your agent and, therefore, "you" for purposes of this Agreement. Additionally, references to "HSA" will mean the custodial account.

Additional Provisions. Additional provisions may be attached to, and made a part of, this Agreement by either party. The provisions must be in writing, agreed to by us, and in a format acceptable to us.

Our Fees and Expenses. We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your HSA. We may change the fees at any time by providing you with notice of such changes. We will provide you with fee disclosures and policies. Fees may be deducted directly from your HSA assets, and/or billed separately to you. Fees billed separately to you and paid by you may be claimed on your federal income tax return as miscellaneous itemized deductions. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your HSA assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

Amendments. We may amend your HSA in any respect and at any time, including retroactively, to comply with applicable laws governing HSAs and the corresponding regulations. Any other amendments shall require your consent, by action or no action, and will be preceded by written notice to you. Unless otherwise required, you are deemed to automatically consent to an amendment, which means that your written approval is not required for the amendment to apply to the HSA. In certain instances the governing law or our policies may require us to secure your written consent before an amendment can be applied to the HSA. If you want to withhold your consent to an amendment, you must provide us with a written objection within 30 days of the receipt date of the amendment.

11.06 Notice and Delivery. Any notice mailed to you will be deemed delivered and received by you, five days after the postmark date. This fifth day following the postmark is the receipt date. Notices will be mailed to the last address we have in our records. You are responsible for ensuring that we have your proper mailing address. Upon your consent, we may provide you with notice in a delivery format other than by mail.

Such formats may include various electronic deliveries. Any notice, including terminations, change in personal information, or contributions mailed to us will be deemed delivered when actually received by us based on our ordinary business practices. All notices must be in writing unless our policies

and procedures provide for oral notices.

11.07 Applicable Laws. This Agreement will be construed and interpreted in accordance with the laws of, and venue in, our state of domicile. 11.08 Disqualifying Provisions. Any provision of this Agreement that would disqualify the HSA will be disregarded to the extent necessary to maintain the account as an HSA.

Interpretation. If any question arises as to the meaning of any provision of this Agreement, then we shall be authorized to interpret such provision, and our interpretation will be binding upon all parties.

11.10 Representations and Indemnity. You represent that any information you and/or your agents provide to us is accurate and complete, and that your actions comply with this Agreement and applicable laws governing HSAs. You understand that we will rely on the information provided by you, and that we have no duty to inquire about or investigate such information. We are not responsible for any losses or expenses that may result from your information, direction, or actions, including your failure to act. You agree to hold us harmless, to indemnify, and to defend us against any and all actions or claims arising from, and liabilities and losses incurred by reason of your information, direction, or actions. Additionally, you represent that it is your responsibility to seek the guidance of a tax or legal professional for your HSA issues.

We are not responsible for determining whether any contributions or distributions comply with this Agreement and/or the federal laws governing HSAs. We are not responsible for any taxes, judgments, penalties or expenses incurred in connection with your HSA, or any losses that are a result of events beyond our control. We have no responsibility to process transactions until after we have received appropriate direction and documentation, and we have had a reasonable opportunity to process the transactions. We are not responsible for interpreting or directing beneficiary designations or divisions, including separate accounting, court orders, penalty exception determinations, or other similar situations. 11.11 Investment of HSA Assets.

(a) Investment of Contributions. We will invest HSA contributions and reinvest your HSA assets as directed by you based on our then-current investment policies and procedures. If you fail to provide us with investment direction for a contribution, we will return or hold all or part of such contribution based on our policies and procedures. We will not be responsible for any loss of HSA income associated with your failure to provide appropriate investment direction. Directing Investments. All investment directions must be in a format or manner acceptable to us. You may invest in any HSA investments that you are qualified to purchase, and that we are authorized to offer and do offer at the time of the investment selection, and that are acceptable under the applicable laws governing HSAs. Your HSA investments will generally be registered in our name or our nominee's name (if applicable) for the benefit of your HSA. Specific investment information may be provided at the time of the investment.

Based on our policies, we may allow you to delegate the investment responsibility of your HSA to an agent by providing us with written notice of delegation in a format acceptable to us. We will not review or guide your agent's decisions, and you are responsible for the agent's actions or failure to act. We are not responsible for directing your investments, or providing investment advice, including guidance on the suitability or potential market value of various investments. For investments in securities, we will exercise voting rights and other similar rights only at your direction, and according to our then-current policies and procedures.

(c) Investment Fees and Asset Liquidation. Certain investment-related fees, which apply to your HSA, must be charged to your HSA and cannot be paid by you. We have the right to liquidate your HSA assets to pay fees and expenses, federal tax levies, or other assessments on your HSA. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

(d) Deposit Investments. The deposit investments provided by us may include savings, share, and/or money market accounts, and various certificates of deposit (CDs).

(e) Non-Deposit Investments. Non-deposit investments include investments in property, annuities, mutual funds, stocks, bonds, and government, municipal and U.S. Treasury securities, and other similar investments. Most, if not all, of the investments we offer are subject to investment risks, including possible loss of the principal amount invested. Specific investment disclosures may be provided to you. Distributions. Withdrawal requests must be in a format acceptable to us, and/or on forms provided by us. We may require you, or your beneficiary after your death, to provide documentation and a proper tax identification number before we process a distribution. These withdrawals may be subject to taxes, withholding, and penalties. Distributions will generally be in cash or in kind based on our policies. In-kind distributions will be valued according to our policies at the time of the distribution.

Transfer and Rollover Contributions. We may accept transfers, rollovers, and other similar contributions in cash or in kind from other HSAs and from Archer Medical Savings Accounts (MSAs). Prior to completing such transactions we may require that you provide certain information in a format acceptable to us. In-kind contributions will be valued according to our policies and procedures at the time of the contribution.

Reports and Records. We will maintain the records necessary for IRS reporting on this HSA. Required reports will be provided to you, or your beneficiary after your death, and the IRS. If you believe that your report is inaccurate or incomplete you must notify us in writing within 30 days following the receipt date. Your investments may require additional state and federal reporting.

11.15 Termination. You may terminate this Agreement without our consent by providing us with a written notice of termination. A termination and the resulting distribution or transfer will be processed and completed as soon as administratively feasible following the receipt of proper notice. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties.

11.16 Our Resignation. We can resign at any time by providing you with 30 days written notice prior to the resignation date, or within five days of our receipt of your written objection to an amendment. In the event you materially breach this Agreement, we can terminate this Agreement by providing you with five days prior written notice. Upon our resignation, you must appoint a qualified successor custodian or trustee. Your HSA assets will be transferred to the successor custodian or trustee once we have received appropriate direction. Transfers will be completed within a reasonable time following our resignation notice and the payment of your remaining HSA fees or expenses. We reserve the right to retain HSA assets to pay any remaining fees or expenses. At the time of termination we may retain the sum necessary to cover any fees and expenses, taxes, or investment penalties. If you fail to provide us with acceptable transfer direction within 30 days from the date of the notice, we can transfer the assets to a successor custodian or trustee of our choice, distribute the assets to you in kind, or liquidate the assets and distribute them to you in cash.

11.17 Successor Organization. If we merge with, purchase, or are acquired by, another organization, such organization, if qualified, may automatically become the successor custodian or trustee of your HSA.