

The Collier County Clerk of the Circuit Court

Response to RFP 2014-001 Banking Services (Technical Response)

June 13, 2014

Submitted by:

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June 13, 2014

Alina Bec, Purchasing Specialist
Collier County Clerk of the Circuit Court
Clerk's Administration – 2nd Floor
3315 Tamiami Trail East
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Naples, FL 34112-5342

RE: RFP 2014-001 Banking Services

Dear Ms. Bec:

With the submission of this response, Wells Fargo is expressing our strong interest in becoming the principal financial partner for the Collier County Clerk of the Circuit Court ("COCC"), the Collier County Board of County Commissioners ("Board") and the Collier County Supervisor of Elections ("SOE") (collectively, the "Clerk"). We have closely read the RFP and fully comprehend what you are seeking in a banking partner. We are eager to work with all three entities to help cut costs, automate processing of payments, and move more of your transactions to an electronic format. These steps will support your current financial and operational goals, as well as position you for success in the years to come.

Our commitment

As your strategic partner, Wells Fargo is committed to:

- Provide the resources of a government relationship team of professionals
- Deliver world class client service to the Clerk and your employees
- Deliver the right solutions to support your depository and disbursement requirements
- Share our technical capabilities and experience to help the Clerk achieve your financial and operational goals
- Maintain a constant focus on innovation and enhancements as they relate to your needs

Wells Fargo meets all of the requirements as detailed in the RFP. Throughout our response, we describe how we meet or exceed the commitments referenced above, as well as your goals for maximum accountability and minimum risk, lowest cost to the taxpayer, and maximized return on overnight investment. We also demonstrate our ability to deliver a complete scope of financial solutions for all your banking needs and

provide knowledgeable and competent staff to serve as the primary banking partner for the Clerk.

We will provide the Clerk with services that will not only reduce or eliminate current paper processing, but will also reduce capital expenses, allowing each entity to realize both hard and soft dollar cost savings. These services, which are described in the “Scope of banking services” and “Additional recommended services” section of our response, will provide the specific accounts payables and accounts receivables products needed to fulfill the Clerk’s current and future banking needs.

Expertise and ability

The Wells Fargo organization is committed to a successful partnership with the Clerk. A senior team of bankers will be assigned to handle the relationship for the Clerk. These individuals have spent decades concentrating on governmental and institutional business clients and have a strong understanding of the needs and requirements of the Clerk. Your dedicated core relationship team consists of Relationship Manager Lance Aylsworth, and Treasury Management Sales Consultant Jackie Kobialko. Lance and Jackie are tenured banking specialists each having more than 20 years of financial and banking experience. In addition, we can attest that the facilities and additional personnel assigned to the Clerk will have the capacity and abilities to handle your needs as well. All of the main contact personnel have teams of people supporting them and can be reached through several communication methods during and beyond normal business hours.

Customer service and responsiveness

Our reputation for excellent service is well established, as evidenced by our Best Large Call Center Award for our Treasury Management Client Delivery team on May 14, 2013 from the International Customer Management Institute, and our Customer Service Department of the Year Gold Medal Award from The American Business Awards on June 17, 2013.

Part of our successful customer service model is the use of dedicated client service officers. The Clerk will be assigned a dedicated client service officer who will serve as the first point of contact for your day to day transaction related issues. Your dedicated client service officer will provide the level of customer service and responsiveness desired by the Clerk.

The transition

Wells Fargo understands that it is a big decision to change service providers. We take great pride in beginning a mutually beneficial relationship in a careful, well-coordinated manner with the goal of maintaining a high level of service, strong communication, and dedication throughout the relationship. Our experience with onboarding similar clients such as St. Lucie County, the City of Vero Beach, and the Martin County School Board, affirms that the comprehensive project management approach we employ for a client relationship results in a thoughtful and timely transition. A designated project manager will be assigned to your implementation. The project manager will have overall responsibility for the oversight of the implementation.

We will provide the Clerk a combined \$10,000.00 transition incentive credit. This credit applies to all account analysis charges, including supply orders and implementation charges. This credit will appear on the monthly account analysis statement for the first three months, beginning with the first complete statement cycle.

Going the extra mile

We applaud the Clerk's interest in innovation and appreciate the opportunity to bring you ideas and solutions that will add value to your daily operations. One additional service mentioned in our response is a Business Process Review. This is a free service offered by Wells Fargo, whereby your Treasury Management Sales Consultant Jackie Kobialko will spend time observing any or all parts of your treasury operations, including current systems, workflows, financial controls, and staff assignments. We observe your processes firsthand, without disrupting your daily operations. We carefully document all workflows and processes; we then analyze the data gathered and return with a presentation outlining actionable recommendations with short- and long-term strategies and solutions tailored specifically to your business.

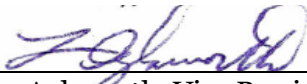
This process can provide the Clerk with a valuable external perspective and deeper visibility into the day-to-day details of your banking processes. At the same time, Wells Fargo is learning your business inside and out, allowing us to further assist with optimizing your treasury operations today and in the future.

Our vision statement

We want to satisfy all our customers' financial needs, help them succeed financially, be the premier provider of financial services in every one of our markets, and be known as one of America's great companies.

We are confident in our ability to meet and exceed your expectations and we are excited to have the opportunity to provide our banking services response to the Clerk. We look forward to discussing the contents of our response with you further. Please do not hesitate to contact us with any questions you may have.

Sincerely,



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June 13, 2014

Date



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June 13, 2014

Date

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I. Scope of banking services

A. Availability of funds

The BOCC, COCC and SOE will make deposits at various branch locations throughout the day. The Clerk of Courts requires all deposits received by the financial institution by 4:00 P.M. EST, at the earliest, be credited as same day transactions to the respective account ledgers. The Clerk's Office also requires the financial institution adhere to the following:

- 1. Ensure same day availability of funds for cash deposits, incoming wire transfers and ACH transactions, as well as checks drawn on the financial institution.**

Our cutoff times vary based on where you make your deposit; however, Wells Fargo can accommodate the requirements above.

Night depository, banking store, and ATM

Our deposit deadlines for same-day ledger credit vary by location and, at each location, the deadlines for night depository, banking store, and ATM deposits may vary.

You receive same business day credit for deposits made prior to the deadline. You receive credit the next business day for deposits you make after the deadline, on weekends, and on Federal holidays.

Deadlines are the same regardless of when we verify your deposit; and, with the exception of cash deposits made at banking stores, they are also the same for deposits that contain cash, checks, or both cash and checks. Cash deposits you make at banking stores receive same-day credit regardless of your deposit time.

To assist you in determining the banking store(s) that can best support your depositing needs, we've provided a table that shows the banking stores closest to your location within the document titled "Map of Wells Fargo banking stores in Collier County" in the Appendix.

Remote deposit

The deposit deadline for same day credit is 10:00 p.m. ET.

Incoming wire transfer

We accept incoming wires from the Federal Reserve until 6:00 p.m. ET and credit them the same day. We process incoming SWIFT transactions until 7:00 p.m. ET.

Incoming ACH

We retrieve ACH activity multiple times per day and memo post received ACH credits approximately 30 minutes after our system processes ACH activity. We apply the actual credit to your account after the close of the business day. Collected funds are available to you at the start of the next business day.

We post the credit settlement entry for originated debit transactions at the start of the business day shown on the effective date of your file.

2. Provide a copy of the financial institution's current availability schedule for checks deposited and its methodology for computing deposit float.

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to the Appendix for our availability schedules.

B. Overnight investment of available funds

The awarded bank agrees to automatically invest the respective available balances in the BOCC, COCC, and SOE concentration accounts, and non-primary accounts, on the bank's books at 5:00 P.M. EST, in accounts within the bank. Please explain the method used to calculate the invested balance, the interest rate to be applied, compounding period and the frequency of interest credits. The rate, or index, specified for the account must be available on a daily basis for independent assessment by the Clerk's Office. Please provide a schedule showing the proposed interest rate for the period April 2013 to March 2014.

Wells Fargo recommends that the Clerk utilize our Government Advantage Interest Checking (GAIC) account. The GAIC account allows the Clerk to earn an Earnings Credit Rate (ECR) to offset fees, along with earning interest on excess balances not used to cover fees.

With the utilization of GAIC accounts, the Clerk would receive our current bank managed ECR, which is set internally on a monthly basis at our discretion – currently offered at 40 basis points (bps). This rate may be adjusted during the month in reaction to market changes. We will offer the Clerk the better of the bank managed rate for ECR (currently 40 bps) or the contractual rate of Target Fed Funds minus 5 bps (currently 20 bps). On excess compensating balances for interest, the bank offers the contractual rate of Target Fed Funds minus 5 bps.

Your Relationship Manager Lance Aylsworth would be happy to discuss alternatives in detail with you to ensure that you select the option that best meets your needs.

The earnings allowance is calculated on an actual day year basis using the ECR and is applied to the average collected balance for that month. Wells Fargo calculates your earnings credit on 100% of your average daily positive collected balances (average collected balance). We do not currently deduct a reserve requirement prior to calculating the earnings allowance. Earnings credit is calculated using the following formula:

(Average collected balance) x (number of calendar days in the month) x (ECR) Actual number of days in the year

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day. We mail paper analysis statements six to eight business days after the close of the billing period.

In general, we use a calendar month settlement period and debit accounts for any deficiencies on the 11th calendar day of the month. Alternative settlement period options can be discussed with your Wells Fargo team.

If you identify an error, you have up to 60 days from the receipt of your analysis statement to notify us.

Wells Fargo charges a recoupment fee to partially recover deposit insurance premiums that we pay to the Federal Deposit Insurance Corporation (FDIC)¹.

Wells Fargo will waive 50% of our standard rate for FDIC recoupment.

¹ The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors.

Collateralization

Wells Fargo meets all applicable public funds collateralization requirements. Accounts holding public funds are labeled on our system with a public funds identifier code. Using this code, the system generates reports that are used to determine the daily collateral requirements. Our Public Funds Administration unit is responsible for monitoring deposit balances and collateral level.

Please provide a schedule showing the proposed interest rate for the period April 2013 to March 2014.

Rates for the period requested were the same:

- ECR: Bank managed rate of 40bps
- Interest Rate of Target Fed Funds (25bps) – 5bps = 20bps

Sweep investment options

We also offer four government specific, automated sweep investment options to the Clerk: Preferred Option, Commercial Paper Option, Repurchase Agreement Option, and Money Market Mutual Fund Option.

Preferred Option

This is a fully automated, end-of-day investment sweep that automatically invests excess collected balances into an interest-bearing offshore account at our Cayman Islands branch. At the opening of the next business day, we return the funds and any interest to your checking account for your use.

Although the Preferred Option requires a minimum investment of \$100,000, you can invest balances under \$100,000 by combining the Preferred Option with the Repurchase Agreement Option. This ensures you are always fully invested, regardless of your balance.

Note: Funds transferred to the offshore account are not insured by the FDIC, the U.S. government, or any government agency; in a liquidation have lesser preference than deposits held in the United States; and are subject to cross-border risks.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Commercial Paper Option

Your excess collected balances are automatically swept into an investment in Wells Fargo & Company commercial paper. At the opening of the next business day, we return the funds and any interest to your account. You'll generate earnings overnight while maintaining access to your cash during the day.

Note: The commercial paper constitutes an unsecured obligation of Wells Fargo & Company only and is not an obligation of Wells Fargo Bank, N.A. The commercial paper is not a deposit, is not insured by the FDIC, and is not insured or guaranteed in any way by the United States Government or any agency thereof. The commercial paper is being issued under exemption from the registration requirements of the Securities Act of 1933, as amended, and of various state securities laws, and has not been registered with the Securities and Exchange Commission or any state securities regulatory authority.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Repurchase Agreement Option

This option automatically sweeps excess collected balances at the end of each business day into a repurchase agreement investment. At the opening of the next business day, we'll return the funds and any interest to your account; you generate earnings overnight while maintaining access to your cash during the day.

Note: Investments in repurchase agreements are not deposits, are not insured by the FDIC and are not guaranteed by the United States government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase company's interest in any securities. The securities held by Wells Fargo as collateral may or may not be guaranteed by the U.S. Government, but such guaranty does not flow to you, the investor. All securities carry investment risk and may lose value. General banking assets may be used to satisfy Wells Fargo's obligations under a repurchase agreement. The interest rate on a repurchase agreement is not the same as the rate on government securities. The repurchase agreement contains specific provisions and additional disclosures. Please read it carefully.

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Money Market Mutual Fund Option

This option automatically sweeps excess collected balances into a Wells Fargo Advantage Funds® money market mutual fund investment. Funds stay invested until you need them, and you generate earnings without sacrificing access to your cash.

When you set up this option, you'll choose a checking account target balance. At the end of each day, if your account balance is above the target, we automatically sweep the excess into an FDIC insured omnibus account.

At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian, where they are invested in a non-FDIC insured, non-bank guaranteed money market mutual fund.

Note: This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep Service Description* and the current prospectus for the *Wells Fargo Advantage Funds*. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds*. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting www.wellsfargoadvantagefunds.com, by calling 800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

With a sweep service, you can invest your funds each day without the need for ongoing management by your staff. You select a target balance (which can be zero) that you want to maintain in your business checking account at all times. Excess collected balances above your target balance are automatically swept every business day.

Automated investment

All of our sweep options are fully automated. Every day, the service debits your total collected balance above the target balance as the last transaction of the day and automatically invests the funds in the sweep option.

Same day sweep

Our sweep services automatically invest your excess checking account balances at the end of each business day. At the beginning of the next business day, the sweep returns the funds to your checking account for your use.

Sweep timing

Funds are invested in the sweep at approximately 3:00 a.m. ET and redeemed from the investment an hour later.

Automated redemption

Funds invested in the sweep are redeemed automatically and available for your use at the beginning of each business day.

Return of principal and interest

The sweep service automatically credits principal and interest to your checking account the following business day.

Principal and interest credits can be posted as separate transactions, or aggregated and posted as one transaction. In order to meet your reconciliation process, you can choose to have your interest paid out daily, monthly, or when your statement cycles.

Redemption allocation

Interest payments can be credited to a different account, but the principal balance must be credited to the same account from which it was debited.

Interest calculation

We automatically calculate the investment amount based on the end-of-day collected balance in your checking account. If you have chosen to keep a peg balance in your account, the sweep will only invest any funds that are in excess of the peg balance.

Preferred Option

Calculates the interest daily, based on an actual year interest rate and your daily sweep balance.

Commercial Paper Option

Calculates the interest daily, based on a 360-day interest rate and your daily sweep balance.

Repurchase Agreement Option

Calculates the interest daily, based on a 360-day interest rate and your daily sweep balance.

Money Market Mutual Funds Option

Earns a daily compounded dividend based on the fund's rate and the sweep investment balance.

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Historical rates

The Preferred, Commercial Paper, and Repurchase Agreement Option rates are set daily and based on current overnight market rates. The table below lists our historical rates for the last year.

Sweep option	One year
Preferred	0.10%
Repurchase Agreement	0.02%
Commercial Paper	0.05%

In the event that any concentration account should have a negative balance there will not be any interest or penalty assessed. The Clerk will not accept any exceptions to this specification.

Agreed.

Alternative overnight investment

Alternative overnight investments may be proposed but only as an optional proposal. Please provide the services specified above in your proposal, with an attachment describing the alternative proposal. Alternative proposals may be accepted if they are considered "deposits" and are thus covered by Florida Statutes, Chapter 280, and they provide the same level of and security and service outlined above. The Clerk is interested in maximizing investment return without increased risk or loss of flexibility.

Please see Section B above.

C. Electronic cash management

The bank will provide electronic cash management services capable of providing at least the following on all BOCC, COCC and SOE accounts:

Wells Fargo offers previous day and current day reporting through our Treasury Information Reporting and Direct BAI file transfer services.

1. Previous day detail reporting by 8:00 A.M. EST.

We update previous day information by 6:30 a.m. ET on business days.

2. Current day balance and detail reporting by 8:00A.M. EST, and intra-day ACH and controlled disbursement reporting by 1:30 P.M. EST.

Wells Fargo updates current day (intraday) information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances on a real-time basis; the exact times depend on the specific transaction. The table below shows reporting availability.

Intraday reports	Availability
Intraday Composite	Mon – Fri: We receive feeds from various systems throughout the day, from 1:30 a.m. ET through 9:30 p.m. ET.
Intraday Position	Mon – Fri: We receive feeds from various systems throughout the day, from 1:30 a.m. ET through 9:30 p.m. ET.
Intraday Returned Item Detail	Mon – Fri: Intraday file: 6:30 a.m. ET Updated intraday file: 7:00 p.m. ET
Controlled Disbursement Detail	Savannah Mon – Fri: 9:00 a.m. ET and 10:30 a.m. ET

Controlled Disbursement Summary	Savannah Mon – Fri: 8:30 a.m. ET and 10:00 a.m. ET
Wire Transfer Detail	Mon – Fri: Available in real time from 8:00 a.m. to 8:30 p.m. ET
ACH reports	Availability
ACH Customer Activity	Mon – Fri: 12:30 p.m. ET
ACH Origination	60 – 90 minutes after the ACH system creates the file The ACH system runs 24 hours a day from 5:00 p.m. ET Sun to end of day Fri
ACH Receive	Mon – Fri: 60 – 90 minutes after the ACH system processes the transactions
ACH Return/NOC	Mon – Fri: 10:00 a.m. ET

3. Stop payment inquiry capability for accounts payable and payroll checks.

With our online Stops-Images-Search service, you can easily view and search for information about any of your deposits, checks, debits, credits, stop payments, and other types of items that posted to your account. You can also initiate, renew, or release stop payments.

You have access to images of many items the same day they process. We retain all data and images for seven years.

Stops

Initiate stop payments, and renew and release any stop payments you initiated previously.

Initiate Stop Payments

To initiate a stop payment, please provide the following information. You can place a stop payment on a maximum of 20 checks at once.

To place a stop payment on more than 20 checks, please call your client service officer.

★ Required field ? For more information

Account: ★ Account Number (Routing Number - Account Name)

You can enter up to 20 check numbers.
(Please separate multiple check numbers with commas or a range may be entered.)

Check Number(s): ★

Images

View images of available deposit tickets, checks deposited, and checks debited. Zoom in, rotate, adjust, contrast, and print or download check images.

Request Images

Please select an account, and enter the check or customer reference number(s). To find images older than 180 days, use Search for Items.

* Required field ? For more information

Select an Account: *

Account Number (Routing Number - Account Name)


Search for an exact number or a range of numbers (e.g. 101-120).
or use commas to select multiple numbers (e.g. 100, 143, 299).


Check / Cust. Ref #(s): *

View Image

To print or download this image, select the **Print Preview** or **Download** link below. Select another check image from the left navigation bar.

? For more information



Zoom In  Zoom Out

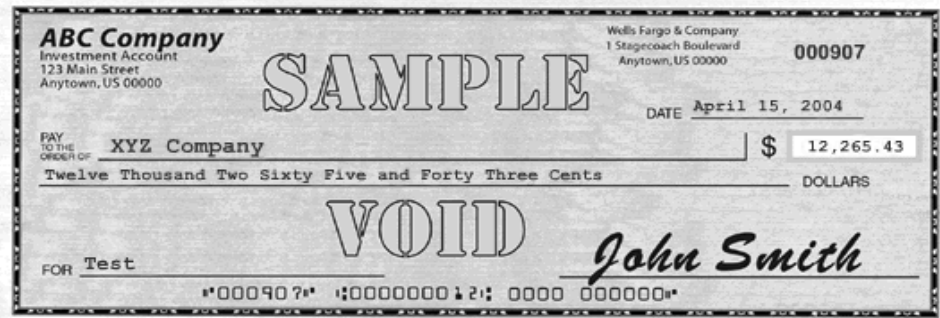


Image: ? [View Full Size](#) | [Print Preview](#) | [Download](#) PDF

Item Details

Amount: \$12,265.43	Account Name: ABC Company Account
Check Number: 000907	Account Number: 0000000012
Posting Date: 04/15/20xx	Routing Number: 000000000
As of Date: 04/10/20xx	Type Code / Description: 475 / CHECK PAID
	Bank Sequence Number: 18

Search

Use customized search tools and conduct range searches that help you locate any items by date or dollar amount. Locate specific items using check or customer reference number.

Search for Items

★ Required field ? For more information

Search For:★ Make Default ?

Account:★

Posting Date or Date Range: ★ to ? (Up to seven years in the past)

Type (BAI) Code: ?

Check / Customer Ref. Number: ?

Amount or Amount Range: to ?

Item Sequence Number: ?

MICR Account Number: ?

Results Per Page: ?

4. Initiate repetitive and non-repetitive wires via the internet.

The Clerk can sign on to our Commercial Electronic Office® (CEO®) portal to initiate repetitive or free-form domestic and international wires online. Using our mobile service, users can approve any pending wire transfers and initiate repetitive wires.*

*Our mobile service only allows initiation of repetitive wires, and not free-form wires.

Our wire transfer service processes correctly formatted outgoing payments on a straight through basis according to your instructions. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Next, our system automatically ensures that there are adequate funds available to process the wire and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the wire meets these requirements, our system releases it.

5. Positive pay service for checks and ACH transactions, with the ability to send multiple daily files, as well as offer the capability to remove a check or ACH from a file and receive electronic notification of exception items.

Positive Pay service

Positive pay is an important tool for reducing losses due to fraud or check processing errors. Wells Fargo offers online Image Positive Pay in conjunction with our full or partial Account Reconciliation (ARP) services, or as a standalone service. This gives you several payment confirmation options so you can select the service that is most appropriate for your needs.

Wells Fargo can update your check register information more than 50 times each day. You review your positive pay exceptions and images of exceptions online. Within the same application, there is an option for you to create check register items if you would like to add the paid exception to your issue file for reconciliation purposes. This simple step makes your reconciliation effort more efficient.

We accept issue files 24 hours a day, 7 days a week. If we receive your file prior to 11:00 p.m. ET, we process it and update your issue information before we update the system with checks presented for payment that night. This ensures that we have the most recent issue information to compare with presented checks.

Exceptions

Different organizations have different check volumes and information reporting requirements; so instead of trying to offer a one-size-fits-all solution, we offer two different image positive pay products: same-day and next-day.

Same-day exception correction

Our Perfect Presentment® service is a same-day positive pay product. We identify all stop payment items and positive pay exceptions, and we correct exceptions due to encoding errors — before they post to your account. Consequently, the daily funding totals that we report to you always match your posting totals.

You receive day one exception reporting and images by 4:00 p.m. ET. You then make your pay and return decisions by 3:00 p.m. ET on day two.

Next-day exception correction

Our traditional Positive Pay service compares checks presented against your account to your issue files after the checks post. We review all positive pay exceptions and we reverse checks that we can correct (such as encoding errors), and repost them on the following business day. This feature saves you time and money — because we research and resolve the majority of your exception items for you.

You'll receive next-day exception reporting and images by 12:00 p.m. ET. You'll make your decisions by 5:00 p.m. ET. The deadline may differ based on your geographic location.

Issue file submission

We offer two options for providing your issue files to Wells Fargo:

- Transmit using one of our secure internet protocols or Connect:Direct with Secure+
- Import online using our ARP Register Maintenance service

The Clerk's staff can send manual deletes using our ARP Register Maintenance service, available through the *CEO* portal.

Reporting

Positive Pay reports are integrated with our balance reporting system, both online and through our mobile service. You can view a list of positive pay exceptions, as well as view their images and submit pay/return decisions.

Event Messaging for Positive Pay

The Clerk can receive an email, fax, or text message when account processing has completed. You will be notified once positive pay exception items (if any), including payee validation exceptions, have been identified and are ready for you to make decisions. The notification will be sent daily whether there are exceptions or not.

ACH Fraud Filter

You can choose from three options to protect your accounts.

Review

You can preauthorize ACH transactions to post to your account. We then notify you of any that are not preauthorized; you review those and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit transactions only, or ACH debit transactions only
- ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount

If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

Stop

We automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount

- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount

Monitor converted check entries

Our Echeck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes Echeck Post and Echeck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

When used in conjunction with our positive pay services, the Echeck Post option gives you the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service. The Echeck Stop option automatically stops all ineligible items inadvertently converted before they post to your account.

Placing a stop payment on an ACH

The Clerk can place a stop payment on an ACH payment by contacting our Treasury Management Client Services department or your dedicated Client Service Officer, Charisse Thomas.

Notification of unauthorized ACH debits

You can receive notification of unauthorized ACH debits through our online portal and our mobile service.

Online

WELLS FARGO ACH Fraud Filter Demo Home Contact Us Help

Account Activity ?

Welcome to ACH Fraud Filter, a service that assists you in protecting your accounts from unauthorized ACH transactions. Below is a list of your accounts with current activity. Select **Review Items** to make Return or Pay decisions. Select **Stop Items** to view items automatically returned. An "E" next to the account number means there is Echeck Stop activity to view on the **Stop Items** page. Select **Fraud Filter Criteria - Account List** to view all your ACH Fraud Filter accounts.

[Fraud Filter Criteria - Account List](#)

? For more information E Echeck Stop Activity Current Time: 11:17 AM CT | Last Update: 09:10 AM CT

Account	Debits		Credits		Service Type ?
	Items	Amount	Items	Amount	
1. 22222222	3	\$3,500.00	0	\$0.00	Review - Pay
2. 33333333 E	2	\$1,256.00	0	\$0.00	Review - Return
3. 44444444	2	\$5,000.00	0	\$0.00	Stop
4. 55555555	0	\$0.00	1	\$400.00	Review - Pay
Totals		\$9,756.00		\$400.00	

Review Items
Stop Items

Mobile

With our Mobile ACH Fraud Filter service, you are able to view potentially fraudulent information and make pay or return decisions from meetings, airports, across town, or around the globe.



In addition, provide information on the bank's electronic cash management services, and whether or not the above criteria can be met. Please include all related hardware and software requirements.

Wells Fargo can meet all the requirements above. Our *CEO* portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can even customize your portal home page, so you can view critical account balances and transaction information at a glance.

The following table lists the services that you can access through our portal.

Services available online	
<p>Treasury Management ACH Deletes & Reversals Online ACH Fraud Filter ACH Inquiry ACH Payments ARP Register Maintenance Basic Banking Cash Vault Deposit Maintenance Desktop Deposit® Document Retrieval E-Box® Decisioning Electronic Document Delivery Event Messaging Image Positive Pay International ACH Payments Lockbox Payment and Delivery Preferences</p>	<p>Prepaid Card Services Stagecoach® Prepaid Card Wells Fargo® Visa® Gift Card</p> <p>Credit and Loan Credit Management Fed Funds Online Global Fed Funds Interest Rate Management WFBCI Customer Reporting</p> <p>International Services Foreign Exchange Trade Services Online TradeXchange</p> <p>Trust and Investment* Fed Funds Online Institutional Brokerage and Sales</p>

Services available online	
Payment Manager® <i>Payment Manager</i> File Validation tool Retail Lockbox Image Archive Returned Item services Reverse Positive Pay SAFE Transmission Statements & Notices Stops-Images-Search Sweep Statement and Confirmations Treasury Information Reporting <ul style="list-style-type: none"> ▪ Cash Flow Analysis WellsTax® payments Wire Transfer Health Benefit Services Health Benefit Services	Retirement Plan Payments Retirement Solutions Online Securities Lending Reporting Trust Information Delivery Trust Portfolio Reporting Wells Capital Management <i>Wells Fargo Advantage Funds</i> Wells Fargo Securities – Fixed Income Sales Purchasing Commercial Card Expense Reporting Shareowner Services Shareowner Client Connect

*Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value.

Features and capabilities

With our single sign-on system you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images
- Initiate a full range of transactions, including domestic and international ACH and wire transfer, foreign exchange, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

An interactive demonstration of our portal is available:

wellsoffice.wellsfargo.com/ceo_public/portal_demo/001_Home.html.

Hardware and software requirements

You can access the portal through most web browsers that use 128-bit Secure Sockets Layer (SSL) encryption. We recommend a minimum PC hardware and software configuration as follows:¹

Windows-compatible PCs	Minimum system requirements	Recommended system requirements
Web browser	Microsoft Internet Explorer 8 with 128-bit SSL Mozilla Firefox ² Safari ² (with Mac OS only)	Microsoft Internet Explorer 8 Microsoft Internet Explorer 9 with exceptions

Windows-compatible PCs	Minimum system requirements	Recommended system requirements
Browser plug-ins and settings	Adobe Reader 4 (for viewing reports) Adobe Flash Player 5 (for viewing tutorials) JavaScript enabled Session cookies enabled XHR enabled	Adobe Reader 7 (for viewing reports) Adobe Flash Player 7 (for viewing tutorials) JavaScript enabled Session cookies enabled XHR enabled
Modem/connection	56 kbps baud modem	Broadband (DSL, cable modem, T1, T3)
Operating system, CPU, and memory	Windows XP Home Edition/Professional 500MHz or higher processor 128 MB of RAM Mac OS (with Safari) Mac computer with an Intel, PowerPC G5, or PowerPC G4 (867 MHz or faster) processor 512 MB of physical RAM	Windows XP Home Edition/Professional 1GHz or higher processor 256 MB of RAM Windows Vista 800MHz or higher processor 512 MB of RAM Windows 7 1 GHz or higher processor 1 GB of RAM
Monitor	Super VGA monitor with 1024x768 or higher color display resolution	Super VGA monitor with 1024x768 or higher color display resolution

¹Minimum and recommended system requirements for specific online applications may vary. For requirements on specific applications, access wellsoffice.wellsfargo.com/ceoportals/signon/public/SystemReqs.jsp.

²We support all versions of this web browser.

Security features

User security

All users must enter a company ID, user ID, and password to access the portal.

In order to access transaction-based or user management services, a user must enter a PIN and one-time password generated by a token. This second level of authentication ensures that the individual performing an activity on your account is authorized to do so.

Dual custody

To further reduce your fraud risk, we require dual custody for all online payment, foreign exchange, and self administration services.

Implementing dual custody helps protect you against fraud attempts that could originate inside or outside your company. For maximum effectiveness, dual custody should involve two users on different computers or mobile devices.

By separating user tasks to initiate and approve a payment or make changes to user access, you are better positioned to identify and stop fraud before it happens.

Additional security measures

In addition to user authentication, we offer extensive security measures to help safeguard your information when you access any of our online services. From physical security of our data centers to encryption of data transmissions to sophisticated access controls, we take precautions to help ensure that your information is safe.

The security of our single sign-on portal includes:

- Computer network security
- Data center security
- Round-the-clock monitoring
- Data integrity
- Access controls
- Internal controls

D. Wire transfer services

The Clerk will require dual release for all outgoing wire transfers. At no time will the Clerk permit or assign the authority for any one individual employee the capability of executing outgoing funds transfers independently.

We offer dual control for electronically initiated transfers.

Internet

We require dual approval for all freeform wire origination and template creation or modification, and you can set controls to require up to four approvals. Users cannot approve any wire or template that they originate. If multiple approvals are required, the same person can't perform more than one approval. You can also use dual approval for templated wires, and require up to four approvers.

Consolidated payables transmission or upload

You can choose to require secondary approval for all — or some — of your wires. If you use this option, wires are not released until they are approved. Each authorized approver (you can require up to three) conveniently reviews, modifies, approves, or deletes the wires online.

1. Describe in detail your financial institution's security procedures for electronic fund transfers (EFT).

Our required and recommended levels of security safeguards for initiating and releasing wires for each method we support are described below.

Internet

Your company administrator can specify which functions each of your users can access and which accounts each user is authorized to use. We require a second administrator to approve access to the wire transfer function. Your administrator will also establish wire initiation and approval dollar limits by payment type for each user.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- RSA SecurID user PIN and pass code

We require dual approval for all freeform wire origination and template creation or modification, and you can set controls to require up to four approvals. Users cannot approve any wire or template that they originate. If multiple approvals are required, the same person can't perform more than one approval. You can also use dual approval for templated wires, and require up to four approvals.

Consolidated payables

Transmission

Within your ERP, treasury workstation, or accounts payable system, the Clerk establishes whatever levels of authority you require for transmissions sent directly to Wells Fargo.

Unless you choose to use our secondary approval, we consider any wires initiated and transmitted to Wells Fargo by the Clerk as ready for release.

If you use the secondary approval option, wires are not released until they are approved. Each authorized approver (you can require up to three) conveniently review, modify, approve, or delete the wires online.

Any files you transmit to us are authenticated and encrypted. Security elements vary according to the internet protocol you use for sending your transmissions and may include:

- Digital certificates issued by Wells Fargo
- ID
- Key
- Password
- RSA SecureID token
- PGP encryption
- Connect:Direct (NDM) with Secure+

Internet

You can upload your wire payment file and perform secondary approvals for uploaded or transmitted files through our online portal.

If you use the secondary approval option, wires are not released until they are approved. Each authorized approver (you can require up to three) conveniently review, modify, approve, or delete the wires online.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- RSA SecurID user PIN and pass code

Telephone

We require a PIN and a voice print to initiate wire transfers over the phone and recommend you set up user-specified wire and account limits.

You can also choose to receive an optional confirmation callback for non-repetitive transactions. We make the calls based on parameters you set (such as a specific account threshold amount and user approval limits). Callback verification is optional for free-form wires; it is not available for repetitive wires.

If you choose callback verification, any free-form wire exceeding the account threshold amount will not be released unless it is verified by an authorized staff member other than the one who initiated it.

Any wire initiated in an amount exceeding the specified user's limit will also require verification by a second authorized staff member. After the wire is verified, it is released and processed by the wire system.

2. What is the latest time an outgoing EFT can be released?

The following table includes the opening times and cutoff times — by transfer type — for same-day execution of initiated wires. The same times apply for all of our wire transfer initiation methods, including the internet, mobile service, file transmission, and telephone service.

Wire type	Opening time (ET)	Cutoff time (ET)
Fedwire intra-district	8:00 a.m.	5:30 p.m.
Fedwire inter-district	8:00 a.m.	5:30 p.m.
Drawdown request	8:00 a.m.	5:30 p.m.
International SWIFT	8:00 a.m.	5:30 p.m.
Federal tax payments	8:00 a.m.	4:30 p.m.
Book transfer/internal	8:00 a.m.	8:00 p.m.

E. ACH payables and payroll direct deposit

The awarded bank shall have the ability to provide ACH services for the direct deposit of payroll and payables. The bank shall be capable of receiving this data via direct transmission in standard NACHA format, with credit entries directed to the employee's or vendor's account at any participating financial institution. Responses to the following must be included in each proposal:

1. Provide required file format and ACH agreement.

Please refer to Appendix Tab A for our required file format for single and multiple batches.

Please refer to Appendix Tab B for our legal agreements.

2. Instructions for the origination of ACH entries.

We offer several ACH origination methods, including direct origination, online, and consolidated payables transmission.

Direct origination

With our direct origination services, you send us a NACHA-formatted file that contains required ACH transaction information such as routing and transit number, account number, dollar amount, and effective date.

Online

Domestic transactions

The Clerk can originate domestic ACH transactions — without having to create your own NACHA-formatted files — through our online ACH Payments service. You can choose the types of ACH transactions you want to initiate from our suite of service options.*

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements (CCD)	Child support payments (CCD+)
Consumer debits and credits (PPD)	

*Each service functions independently.

Our time-saving import and export options allow you to import account information for beneficiaries from systems such as payroll or accounting. You can also export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

As an extension of this service, we offer a mobile version of our online ACH approval capabilities through the CEO Mobile® service. You can use a smartphone or mobile device* to quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention.

*Access our mobile service on any smart phone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

Consolidated payables transmission

You can send one file with multiple payment types and remittance information directly from your accounts payables system to Wells Fargo. Your file can include domestic and international wire payments, ACH payments, Wells Fargo commercial card transactions, and both U.S. and Canadian dollar checks — reducing the effort associated with moving funds.

You can choose from any of our standard transmission methods, including our supported internet protocols:

- HTTPS
- FTP/S
- FTP with PGP
- SFTP
- AS2
- VPN
- Connect:Direct (NDM) with Secure+

3. Describe the security procedures, including file encryption.

For accessing our online services and for setting individual security levels for your authorized users, we have comprehensive security measures in place. Your administrators can change security levels at any time.

Online system security

Our single sign-on portal requires multiple levels of user authentication to help prevent unauthorized access. All users must enter the following information to access our system:

- Company ID
- User ID
- Password

In order to access our online ACH services to initiate transactions, users must provide the following additional information:

- PIN
- One-time pass code generated by an RSA SecurID token

To further reduce your fraud risk, we require a second user's approval to release ACH transactions or create new templates.

Company administrator

You determine which ACH applications, accounts, and ACH company IDs are accessible through our single sign-on portal. You also identify the individuals at the Clerk who will act as the company administrators for your system; they'll perform administration functions through our online user management service, and directly within each online ACH service.

Your administrators:

- Create user IDs and passwords
- Control which users have access to your accounts and services
- Set user access levels based on business need

Within each online ACH application, your administrators perform the following functions:

- Create users
- Add account access, payment types, and ACH company IDs
- Add user payment transaction limits
- Add user entitlements such as the ability to create certain payment types, templates, and payments

Your administrators can change security levels at any time, and have the ability to add or delete users.

We require that you have a second administrator approve any administrative tasks that relate to our online ACH services.

Encryption and authentication

We enforce strict encryption and authentication standards for transmission of ACH files to and from our customers. In addition, we support the Federal Reserve's point-to-point encryption and authentication procedures.

Encryption

All of our supported internet protocols require session-level encryption. The encryption type varies based on the transmission method you select. Our supported protocols use 128-bit secure sockets layer (SSL) or secure shell (SSH) encryption to protect data in transit between the Clerk and Wells Fargo. We do not require additional encryption at the file level, but PGP encryption is available for ACH files.

Connect:Direct transmissions require a Secure+ add-on, which encrypts the session with SSL. Two options also require use of a Wells Fargo-provided encrypting router.

Authentication

We issue each customer specific credentials to authenticate transmissions and grant access to our transmission facilities.

4. Instructions for error resolutions in file transmission.

The Clerk will contact your dedicated Client Service Officer, Charisse Thomas, with any inquiry that requires research. Charisse will log your issue, assign a case number, and direct it to the operations area that can best help with research and any possible adjustment.

We determine how long your issue will take to resolve, and then share the case number with you, along with an expected resolution time.

5. Number of days the file must be received prior to the effective pay date.

Customer input method	Cutoff time (credits and debits)		
	Book transfer (same day settlement*)	Next day settlement	2 or more days settlement
Direct transmission	9:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Internet	7:00 p.m. ET	9:00 p.m. ET	9:00 p.m. ET
PC	NA	NA	NA
Other EDI consolidated payables file	8:30 p.m. ET	8:30 p.m. ET	8:30 p.m. ET

*Same day settlement is only available for onus items.

6. Indicate when the off-setting debit will post to the respective accounts (BOCC, COCC and SOE).

We typically require customers to fund ACH credits on the effective entry date for the file. However, Wells Fargo staff will work with you depending on the size of the disbursement funding. For example, the value for both debits and credits that settle to your account, and any daylight overdraft that may occur, can affect funding times.

Your relationship manager will review your requirements on a regular basis to determine if your funding requirement needs to be changed.

7. Do you provide ACH return notification, and if so, how is the electronic information transmitted?

Yes. Our sophisticated ACH system includes advanced return processing options that dramatically speed and simplify the handling of ACH returned entries and notifications of change.

ACH returns

Our ACH system automatically matches each returned entry to the origination entry with a match rate of more than 99%. For transactions that the system does not match to an origination entry, an ACH operator manually reviews the return and, where possible, matches it with the correct entry.

We can redeposit ACH debits returned for nonsufficient or uncollected funds once or twice — depending on the option you select. You can also choose to have items redeposited based on a particular dollar range.

We can dishonor duplicate returns, transaction code mismatches, and any inaccurate return that cannot be matched to an original entry. You determine your own timeframe for items that you consider tardy (within NACHA rules); we recommend an initial timeframe of three to five business days.

Notifications of change

The Clerk can use our optional notification of change updating process for your ACH transactions. With our Perfect NOC[®] service, we maintain a database of information from all NOCs and make the necessary corrections to the transactions you originate before sending them through the ACH system.

When you originate an ACH debit, we compare the receiver's routing or transit number and account number to our database and make any corrections based on previous NOCs sent to you or other Wells Fargo ACH originators.

When you originate an ACH credit, we make corrections based only on NOCs sent to you.

If you choose not to use the *Perfect NOC* service, we will notify you of all NOCs through the reporting option you select. You are required to make the changes within six banking days of receiving the NOC or before initiating another entry to the receiver, whichever is later.

Reporting options

You can access return and notification of change information online, by file transmission, or by fax. With transmission, we send your original transaction with the return information, enabling you to automatically post any returns to your receivables system. Please refer to the information reporting section of this response for more specific information on our reporting capabilities.

- 8. Provide a 12 - month calendar of banking holidays, with assurance that holidays will not affect direct deposit transmission dates. The Clerk's holiday schedule for calendar year 2014 is available at www.CollierCierk.com.**

Please refer to Appendix Tab C for our bank holidays.

Deadline

To ensure your employees have immediate access to their funds on payday, we recommend that you transmit your file to the bank two days prior to the settlement date.

You can send direct deposit files anytime 24 hours a day, 7 days a week, although we do have established deadlines for processing. The following table lists the deadlines for both settlement options.

Origination method	One-day settlement deadline (early credit) *	Two-day settlement deadline (early credit) *
Direct transmission	4:00 p.m. ET	4:00 p.m. ET
Consolidated payables transmission	4:00 p.m. ET	4:00 p.m. ET
Internet	4:00 p.m. ET	4:00 p.m. ET

*Recommended for payroll and time-sensitive credits.

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

9. Make provisions for electronic acknowledgment of each file transmission that is sent, identifying the total dollar amount of the file and the number of transaction(s).

When you transmit a file to us using one of our internet transmission protocols, you can receive an automatic file receipt notification by email. This notification includes a timestamp and indicates whether your file loaded successfully or failed.

You will soon be able to receive email notification (to up to 99 recipients) when we do not receive a file within a timeframe you specify, when we receive an unexpected file, or when we receive an empty file.*

*Available second quarter of 2014.

For additional assurance that your file was received by Wells Fargo, we also offer file acknowledgements as part of our ACH and consolidated payables transmission services.

Direct origination

Our ACH system automatically confirms the receipt of your transmission as well as the total items and total dollars. It also generates a transmittal register (CNote), which we send to you by email, transmission, or fax within 15 minutes of receipt of your file.

For greater flexibility, you can choose to receive an email or faxed report and a transmission if you would like to couple end-user reporting with an automated confirmation process.

Consolidated payables

We handle the CNote internally and notify you only if a processing issue with the ACH payment needs to be addressed.

We'll let you know by transmission, optional email, or both that your file has reached our system and has undergone initial processing for delivery to our payment systems. Choose the format: XML, ANSI X12 997 (standard EDI), or human readable report.

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgements online.

The acknowledgement[†] includes the following information:

- Number of payment transactions received
- Number of transactions successfully processed
- Number of transactions rejected

[†]Acknowledgments report on file processing only; information on clearing and settlement of payment transactions or payment completion is not provided.

F. Positive pay services

The financial institution shall be capable of providing positive pay services for all checks and ACH transactions. Each proposal must include a response to the following:

Wells Fargo is capable of providing our Positive Pay service for protection against check fraud and our ACH Fraud Filter service for protection against ACH fraud.

1. Provide the required file format.

Please refer to Appendix Tab D for the required ARP file format.*

*Only applicable to our Positive Pay service. ACH Fraud Filter does not utilize a file format.

2. Include the bank's positive pay agreement.

Please refer to Appendix Tab B for our legal agreements.

3. The financial institution must be able to receive a direct data file transmission.

Confirmed. Wells Fargo can receive a direct data file transmission.*

*Only applicable to our Positive Pay service. ACH Fraud Filter does not utilize a file transmission.

4. What is the maximum frequency with which these transmissions can occur?

Wells Fargo can update your check register information more than 50 times each day. There is no limit to the number of issue files that you can transmit in a single day.*

*Only applicable to our Positive Pay service. ACH Fraud Filter does not utilize a file transmission.

- 5. Exception items must be presented to the Clerk's Office electronically. Please provide the time that they will be available. No item shall be cleared without approval of the Clerk's office.**

Positive pay services

For our *Perfect Presentment* service, on the day of presentment, you receive exception reporting and images by 4:00 p.m. ET. You then make your pay and return decisions by 3:00 p.m. ET the following day.

With our prior day Positive Pay service, you'll receive next-day exception reporting and images by 12:00 p.m. ET. You'll make your decisions by 5:00 p.m. ET.

ACH Fraud Filter service

You can make pay or return decisions on eligible items until 8:00 p.m. ET the next business day after the item's effective date.

Items may have different amounts of time remaining depending on when they are received or the effective date. For example, the first item listed in the "expires" column may have been received the previous business day, but after items were reviewed.

If you do not make a decision on an item before the time expires, we process it according to the default decision (pay or return) that you select during implementation.

- 6. Provide the latest time the bank will accept a positive pay file transmission for current day activity.**

You can send check issue files, adds, deletes, cancels, voids, and manual issues 24 hours a day, 7 days a week.* Our system captures your files every 15 minutes from 9:00 a.m. to 11:00 p.m. ET.

*Only applicable to our Positive Pay service. ACH Fraud Filter does not utilize a file transmission.

G. Account reconciliation and statements

The bank will provide monthly bank statements and online reconciliation services for the accounts specified and for those established during the term of this contract. The following are minimum requirements for these services:

1. Provide cleared check information electronically, on a daily basis and per cleared item.

Our ARP services provide the most comprehensive and flexible reporting options available in the industry today. Optional reports are available on a daily cycle. The Clerk can customize your account reconciliation to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks ¹	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks ²
Issue Notices Not Received ²	Matched Paid Items ²
Voids and Cancels ¹	Prior Payments ¹
Issues This Cycle ¹	Unpaid Checks ¹

¹Only available with Full ARP.

²Only available with Full ARP or Partial ARP with Positive Pay.

ARP optional reports are available by transmission or through our secure internet portal.

Through our online reporting service, you can:

- Access your ARP statements and 14 off-cycle optional reports in PDF format
- Choose the data you want to see before you download your ARP statements and reports in CSV or Excel format
- Perform a query of your ARP data and download the results in CSV or Excel format
- View a summary and details of your account reconciliation activity by date (including check issues, cancels, and voids) as well as stop payment requests, releases, and renewals in PDF format through our ARP File Posting Confirmation report

Sample reports

You can view online samples of all ARP reports at wellsoffice.wellsfargo.com/ceo_public/portal_demo/oo1_Home.html. Simply click Treasury Information Reporting in the left menu; then choose an option under ARP Activity Reports.

2. Provide the BOCC, COCC, and SOE account reconciliation data online, aggregated by bank account.

Wells Fargo offers our disbursement customers both full and partial ARP.

Full ARP

The Clerk provides Wells Fargo with issued check information, and Wells Fargo reconciles your paid checks to your issued checks and sends a detailed statement.

We can update your check register information more than 50 times each day, seven days a week. Within 90 minutes of electronic transmission, you can receive an optional file confirmation or stop confirmation report.

On a weekly or monthly basis, comprehensive statements are available for your account. You can access ARP statements online through the *CEO* portal. Reports can include deposit location reporting, sorting, subtotalling, and other reporting customizations to match your accounting system or information requirements. You can request a variety of optional reports, including paid checks, outstanding checks, stop payments, and several others, in various output formats.

Partial ARP

For this service, Wells Fargo provides the Clerk with an ARP statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

3. Provide monthly statements within ten business days after the end of the calendar month.

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
Full ARP statement Month-end cutoff Non-month-end cutoff	6 days 4 days	4 days 4 days
Partial ARP statement Month-end cutoff Non-month-end cutoff	2 days 1 day	1 day 1 day
Positive pay, full or partial ARP, and account statement Month-end cutoff Non-month-end cutoff	6 days 4 days	4 days 4 days
CD-ROM with paid check images	9 days	NA

4. The bank will provide all debit and credit memorandums with each monthly statement.

Your ARP statement will include information on all detailed checks, other debits, and credit information.

5. All cancelled check and deposit images will be available online to the Clerk's Office within 10 days after the end of the calendar month.

Through our online service, most images are available immediately. You can search for items using the fields shown in the screen shot below.

The screenshot shows the Wells Fargo 'Stops-Images-Search' web application. The header includes the Wells Fargo logo and navigation links for 'Contact Us' and 'Help'. On the left, there is a sidebar with links: 'Search for Items', 'Initiate Stop Payments', 'Release Stop Payments', 'Request Images', 'Requested Images(0)', and 'Reports'. The main content area is titled 'Search for Items' and contains several search criteria fields: 'Search For:' (set to 'Checks'), 'Account:' (dropdown), 'Posting Date or Date Range:' (calendar pickers), 'Check / Customer Ref. Number:', 'Amount or Amount Range:', 'Item Sequence Number:', 'MICR Account Number:', and 'Results Per Page:' (set to 10). There are 'Search' and 'Reset' buttons at the bottom.

A demo of our service is available at wellsoffice.wellsfargo.com/ceo_public/portal_demo/001_Home.html.

6. Provide details of your imaging service including system features and hardware requirements.

You can receive check image detail online, by image transmission, or on a disk.

Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

Transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 11:00 a.m. ET the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

CD or DVD

We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

Hardware and software requirements

We recommend a minimum PC hardware and software configuration as follows:¹

Windows-compatible PCs	Minimum system requirements	Recommended system requirements
Web browser	Microsoft Internet Explorer 8 with 128-bit SSL Mozilla Firefox ² Safari ² (with Mac OS only)	Microsoft Internet Explorer 8 Microsoft Internet Explorer 9 with exceptions
Browser plug-ins and settings	Adobe Reader 4 (for viewing reports) Adobe Flash Player 5 (for viewing tutorials) JavaScript enabled Session cookies enabled XHR enabled	Adobe Reader 7 (for viewing reports) Adobe Flash Player 7 (for viewing tutorials) JavaScript enabled Session cookies enabled XHR enabled
Modem/connection	56 kbps baud modem	Broadband (DSL, cable modem, T1, T3)
Operating system, CPU, and memory	Windows XP Home Edition/Professional 500MHz or higher processor 128 MB of RAM Mac OS (with Safari) Mac computer with an Intel, PowerPC G5, or PowerPC G4 (867 MHz or faster) processor 512 MB of physical RAM	Windows XP Home Edition/Professional 1GHz or higher processor 256 MB of RAM Windows Vista 800MHz or higher processor 512 MB of RAM Windows 7 1 GHz or higher processor 1 GB of RAM
Monitor	Super VGA monitor with 1024x768 or higher color display resolution	Super VGA monitor with 1024x768 or higher color display resolution

¹Minimum and recommended system requirements for specific online applications may vary. For requirements on specific applications, access wellsoffice.wellsfargo.com/ceoportal/signon/public/SystemReqs.jsp.

²We support all versions of this web browser.

H. Account analysis statements

1. **The bank agrees to provide separate monthly analysis statements for each of the BOCC, COCC and SOE accounts.**

Agreed. We can provide separate monthly analysis statements for each entity's accounts.

2. **Monthly summary analysis will be provided showing the combined activity for all BOCC, COCC and SOE accounts.**

We can provide a summary hierarchy level (S-level) statement that summarizes balance and volume data for BOCC, COCC, and SOE accounts combined.

3. **The analysis statements will, at a minimum, itemize the services provided, volume processed, unit charges, and extended totals.**

Our analysis statement provides all the listed items. Please see Appendix Tab E for a sample of our analysis statement.

4. **Monthly analysis statements will be made available online.**

We provide your account analysis statement online the day after the analysis cycle closes, and the system can send an automated email letting you know when it is available.

Our interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing. You can review the interactive statement online or download it in PDF, spreadsheet, or CSV formats. We are the only financial institution to offer an interactive analysis statement.

I. Daylight overdraft

Occasionally, the BOCC concentration account sends out a large outgoing wire transfer, which necessitates the funds to cover these transactions, be wired from an outside investment source (i.e., custodial account). Generally, the outgoing wire is ready for processing prior to the receipt of the funds necessary to cover this transaction, thereby creating a daylight overdraft. The successful proposer will demonstrate the ability to cover these overdrafts without assessing penalties or interest.

According to the Florida Department of Collateral Management as of December 31, 2013, Wells Fargo was the largest holder of collateralized municipal deposits within the State of Florida. As the largest QPD, and thus provider of banking services in Florida, we come across daylight overdrafts on a regular basis and can accommodate this request.

Wells Fargo will extend a daylight overdraft facility to you. Establishment of such a facility would be subject to the review of the financial statements of the Clerk, Board, and SOE, and subject to credit approval by Wells Fargo and satisfactory completion of any necessary documentation.

We currently do not charge fees for intraday overdrafts, though we reserve the right to do so.

J. Foreign items

Please describe the process required by your financial institution for depositing foreign checks.

Over-the-counter

Our standard practice is to send foreign currency checks out for collections.

Lockbox

Our standard practice is to return to you, unprocessed, any foreign currency checks.

We do perform same-day processing for Canadian checks in U.S. dollars, but you can instruct us to return them to you as unprocessed.

If you elect to have us process foreign checks, we'll convert them to U.S. dollar equivalents and give you ledger credit. Funds become available when items actually clear. We'll send you a photocopy of each check along with any associated documents.

K. Payment for banking services

Please discuss the methods of fee payment available to the County. If an earnings credit methodology is proposed please provide the details for its calculation and the calculation of the earnings credit rate (ECR). In addition, please provide a minimum ECR rate. Direct invoice payment terms shall be net 45 days from date of receipt. At no time shall the bank automatically debit any account for service charges or fees.

Our standard approach for collecting fees is to debit your account each month; however, based on your request above, we can accommodate having the Clerk invoiced on a monthly basis instead of a direct debit.

The ECR will be the better of the bank managed rate of 40bps or the contractual interest rate of Target Fed Funds minus 5 bps. Currently, the 40 bps is the better of the two, but this may change should the Fed Funds rate increase.

The ECR is set internally on a monthly basis at our discretion and may be adjusted during the month to react to market changes.

The ECR is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators.

Wells Fargo calculates your earnings credit on 100% of your average daily positive collected balances (average positive collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$\frac{(\text{average positive collected balance}) \times (\text{number of calendar days in the month}) \times (\text{ECR})}{\text{actual number of days in the year}}$$

Complete the applicable unit price for services along with the monthly totals for each line item in Exhibit A. In addition, at the bottom of Exhibit A, include any fees your institution will assess that may not appear in this exhibit or that are related to expanded services.

Acknowledged.

L. Retail lockbox services

Wells Fargo is one of the largest and most established providers of lockbox services in the nation, offering lockbox services since 1948. For your utility payments, we offer our wholetail lockbox in Orlando, Florida.

With our wholetail lockbox service, you can direct payments accompanied by an OCR-scannable coupon and payments received with non-scannable remittance documents (such as check and invoice or check only payments) to a single lockbox at Wells Fargo for processing.

When you use our wholetail lockbox service, we'll process your payments by combining the technological advantages of high speed retail lockbox processing with the flexibility and data collection capabilities of low-volume wholesale lockbox processing.

You can accelerate funds collection and reduce in-house processing expenses. In addition, you can meet early deposit deadlines and benefit from improved cash forecasting, including intraday availability.

All of our sites convert paper checks to electronic transactions, which can speed collection of returned items and can lower fraud risk and improve transaction safety (such as exposure associated with transporting checks to a local banking store).

The BOCC currently utilizes a lockbox for the collection and processing of utility payments. A response to the following must be included in each proposal:

1. Provide the bank's retail lockbox agreement.

Please refer to Appendix Tab B.

2. Please indicate the proposed location of the lockbox site, including address. Also, provide an alternate lockbox processing location in the event the primary location is unable to process payments.

For our Wholetail Lockbox service, we recommend the Clerk use our Orlando, Florida lockbox site located at 11050 Lake Underhill Road, Orlando, FL 32825. However, we offer 18 wholetail lockbox sites across the United States.

3. Is the retail lockbox processing being performed by the bank, or by a third party? If by third party, please identify and provide appropriate background information for evaluation.

Wells Fargo manages and operates all of our wholetail lockbox sites.

We employ bonded couriers for the pickup of mail from the United States Postal Service.

In addition, we use a document destruction provider to shred checks, coupons, and correspondence securely.

4. The bank must accept a CSV file from the BOCC's Utility Billing and Customer Service Department (UBCS) containing all customer numbers. This file will be sent weekly to the bank and this file will be used to verify that the account numbers, and format, match before the payment file is sent to UBCS.

Agreed. Wells Fargo offers a positive file processing option where the Clerk provides the bank with a list of accounts that you want to match for validation. We reject payments from accounts not on your positive file.

5. What is the processor's average error rate per 1,000 items processed?

We measure our lockbox accuracy rates against Bank Administration Institute (BAI) standard accuracy rates on a quarterly basis.

Wells Fargo actual accuracy rates versus BAI standard accuracy rates

Wholetail lockbox error type	3Q 2013 Actual ¹	4Q 2013 actual ²	1Q 2014 actual ³	BAI benchmark ⁴
Wholetail payment processing errors Wells Fargo Wholetail payment processing accuracy %	99.9940%	99.9976%	99.9968%	99.9865%
Wholetail procedural errors Wells Fargo Wholetail procedural accuracy %	99.9995%	99.9991%	99.9994%	99.9962%
Wholetail deposit processing errors (accuracy) Wells Fargo Wholetail deposit processing accuracy %	99.9904%	99.9853%	99.9853%	99.9693%
Wholetail distribution errors Wells Fargo Wholetail distribution accuracy %	99.9863%	99.9512%	99.8811%	99.8992%
Wholetail deposit reporting errors (accuracy) Wells Fargo Wholetail deposit reporting accuracy %	99.9242%	99.8360%	100.0000%	94.9612%
Wholetail late/failed deposit reporting errors Wells Fargo Wholetail late/failed deposit reporting accuracy %	99.9899%	99.9453%	100.0000%	92.3578%

Wholetail lockbox error type	3Q 2013 Actual ¹	4Q 2013 actual ²	1Q 2014 actual ³	BAI benchmark ⁴
Wholetail detail reporting errors (accuracy) Wells Fargo Wholetail detail reporting accuracy %	99.9972%	99.9788%	99.9971%	99.8434%
Wholetail late/failed detail reporting errors Wells Fargo Wholetail late/failed detail reporting accuracy %	99.9959%	100.0000%	99.9928%	94.7185%

¹3Q 2013 aggregate division performance.

²4Q 2013 aggregate division performance.

³1Q 2014 aggregate division performance.

⁴BAI published industry benchmarks.

In addition to measuring against the BAI quality indicators, we track the following data:

- **Incoming mail volume.** We log mail volume after each pickup. If there are any deviations from historical patterns, we promptly report them to the United States Postal Service.
- **Productivity.** Each site has a performance-tracking program that tracks productivity per employee in terms of the number of items processed and other criteria. We tabulate employee productivity in measurement reports to determine overall site performance.
- **Expenses.** Each month, we track processing costs by site and by expense category both for total dollars, and on a per-unit basis.

We track the above indicators on a monthly and annual basis. All levels of management review the data for trend identification and problem resolution.

6. Explain the process that will be used to process payments representing multiple accounts.

During implementation, the Clerk will provide processing instructions for payments across multiple accounts (multiple remittance coupons with a single check or single check with a list of accounts to pay). If the transaction includes remittance coupons and is in balance, the transaction will be processed in our automated capture environment and the data is read from the remittance coupon. If the transaction does not contain a remittance coupon and is in balance, the lockbox associate will perform data entry to capture the list of accounts indicated on the check (check and list). If the transaction is out of balance, the Clerk can use our optional service – the Online Decision Tool – to submit additional processing information required to balance the transaction or indicate that we should reject the transaction and mail it to you.

Below is a workflow that describes our wholetail lockbox processing.

Workflow

The workflow described below is a general explanation of how we process items accompanied by OCR scannable documents and non-scannable documents, such as check and invoice or check only payments received at a wholetail lockbox. This workflow may vary somewhat from site to site.

Throughout this process, operators display your lockbox processing instructions either on their monitor or on paper, to view — and follow — your established instructions.

Receive and sort mail

Using either high-speed mail sorting equipment or manual processes, we separate mail addressed to your lockbox from mail addressed to other lockboxes.

We then batch the mail and place it into the bin designated for each customer-specific lockbox number until it is time for it to be taken to the processing area.

Quality control

To help ensure timely processing of payments, bins are coded according to deposit deadline.

When mail batches are taken to the processing area, we generally group them by desk or team to help ensure that the same operator or operators process the work and develop a familiarity with the processing instructions.

Extract contents

We open mail and extract the contents manually or by using automated mail opening equipment. An operator reviews the contents of the envelopes, separates the checks from the documents, and groups payments by payment type.

Scan checks and capture data

Payments with OCR-scannable coupons

Using high-speed scanning equipment, an operator captures an image (in color or black and white) of each check along with its OCR-scannable coupon.

Payments undergo a variety of data capture or validation tasks such as:

- Capturing MICR line data
- Capturing OCR scan lines, including embedded dollar amounts, from coupon images
- Validating coupon OCR scan lines using the configuration settings, including check-digit algorithms, defined within the lockbox account specifications
- Identifying change of address (COA) coupons, which sets a COA flag for any coupon bearing a change

Payments without OCR-scannable coupons

Using a desktop or standalone scanning device, an operator captures an image (in color or black and white) of each check along with its MICR line data. Courtesy amount recognition/legal amount recognition (CAR/LAR) technology captures and validates the check amount. If the payment has associated remittance documents, the operator may scan them at this point.

Quality control

We perform a six-point quality control review of every check with non-OCR scannable coupons to verify the:

- Check contains a signature
- Payee
- Date
- Legal amount
- Numeric amount
- Routing and transit number (to verify U.S. dollars)

Our system uses both courtesy amount recognition (CAR) and legal amount recognition (LAR) technologies to capture the check amount. If the CAR and LAR amounts match, we continue with processing. If the amounts do not match, we forward the check to an operator for review and manual keying.

Scan remittance documents

An operator scans the remittance documents that correspond to the checks processed earlier.

During scanning, we use work unit headers and trailers to prevent commingling batches of work. We also place transaction identification documents* — which have unique bar codes — on each check and document to correctly associate checks with their related documents.

* Some sites use an alternate method to keep work in the proper order.

Quality control

At sites using transaction identification documents, the scanner detects documents that are out of order and alerts the operator of the problem.

Prior to closing a completed batch of work, an operator verifies the first and last check in each batch; this helps ensure that checks from another lockbox are not comingled.

Perform coupon correction (if necessary)

A keying operator views images of items our software could not sufficiently validate. The operator manually keys the required information using an interface that is optimized for rapid scan line data entry. As the operator enters the data, the application uses customer-specific rules logic, including check-digit algorithms, to validate the data.

Input check data (if necessary)

A keying operator views images of items that fail our CAR/LAR confidence-level match. The operator views images of the items on the screen and keys the amount. If the amount does not match the amount that was captured earlier, the operator must reverse-key the amount. The operator also corrects missing or unreadable MICR line data.

Quality control

If the amount still does not match, we require the check to be keyed manually a second time by a different keying operator.

If there is still a discrepancy, the operator will reject the check for further inspection. We will follow your instructions to either reprocess the check or send it back to you unprocessed.

Capture supplemental data on non-OCR payments (optional)

Based on specific field prompts established during the implementation process, we use both manual and robotic keying to capture data such as invoice number and customer name.

Quality control

Monitors display images of each transaction; your lockbox can be set up so that an operator views images (check, document, and envelope) of every transaction.

The system performs various data validations, including transaction balancing, field validations, and check-digit validations.

Create deposit file

Each site creates a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department so that we can clear the checks electronically, either by image exchange or as image replacement documents.

Quality control

As your deposit deadline nears, we'll close the work, and then release the items to our processing department. Your deposit posts to your account at this time.

We generate systematic reports to notify us of possible out of balance conditions.

Generate output

After your scheduled lockbox deposit deadline has passed, we generate your lockbox output.

Quality control

To keep track of outputs and ensure we meet deadlines, we maintain a log that identifies customers and their specific outputs.

Prepare package

We'll gather any unprocessed or rejected items and deliver them to you based on your instructions.

Quality control

Team members validate the contents of packages by ensuring printed reports match the address label on the package.

Additionally, we randomly review packages for correct contents and adherence to address and mail out instructions.

Manager oversight

Senior lockbox department team members collect and review random work samplings and report any problems to management for prompt resolution.

Managers hold weekly meetings with each other to discuss and review system records, and track errors to the individual processor; they use the information to identify additional training needs.

Take a tour

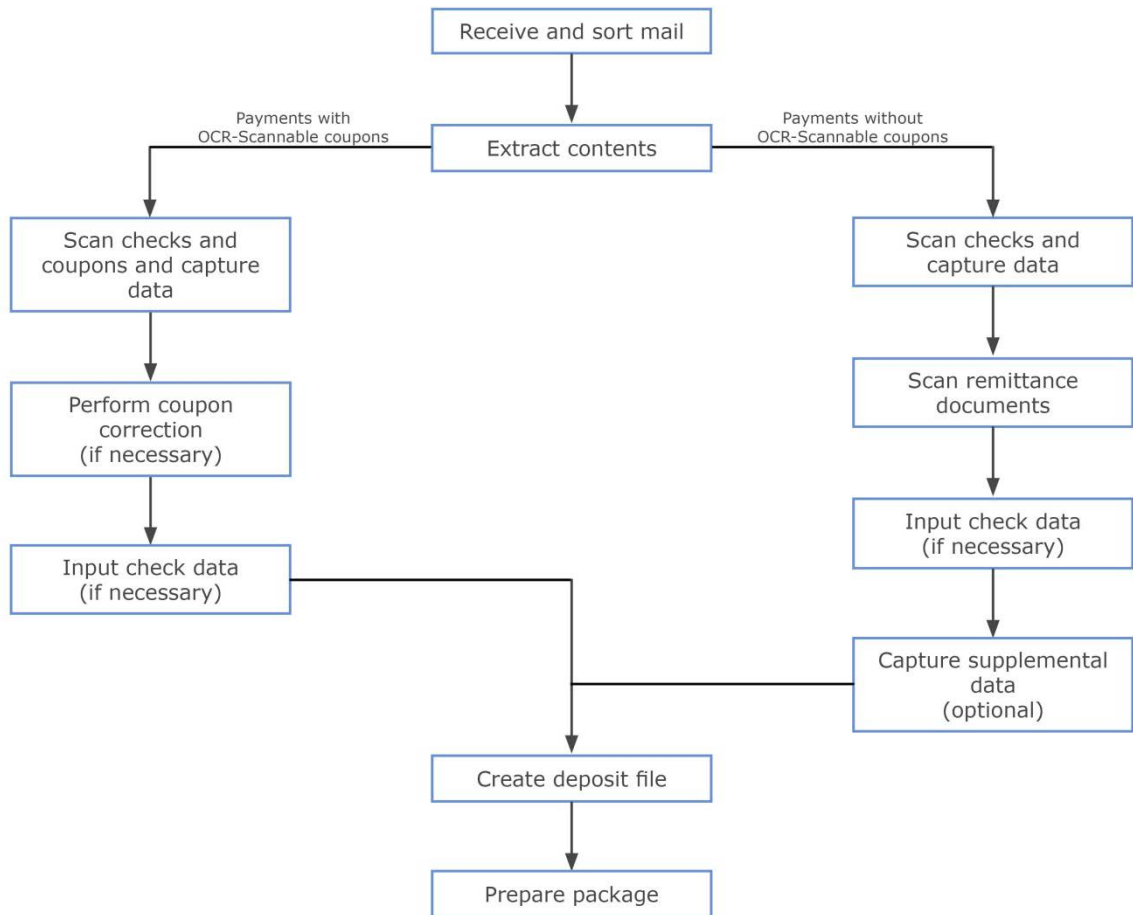
Onsite

We encourage members of the Clerk's decision-making team to tour one of our lockbox sites to gain a better understanding of the various processing options available. Your treasury management sales consultant is happy to arrange a tour for your group.

Video

We offer a video tour that shows the various steps of the whole-tail lockbox workflow. Please let your Treasury Management Sales Consultant Jackie Kobialko know if you're interested in this option.

Flow chart



- The bank must provide online access to payment detail on a same day basis. Such data would include all checks, stub images, customer account number, check number and dollar amount, and be available no later than 2 :00 P.M. The bank must also provide internet access to accounts sufficient to allow the viewing of returned checks.**

If the Clerk chooses our 1:00 p.m. ET deposit deadline, images will be available to you by 2:00 p.m. ET.

We provide images of all lockbox documents, including checks, coupons, and envelopes. You can choose from several flexible delivery options.

Use the internet

With our online lockbox service, images are available within 10 minutes of your deposit cutoff time. As a standard, we archive them for seven years; however, we do offer shorter retention periods (90 days, one year, or two years) if you don't have a business need to access images for seven years.

Batch image retrieval, another option for viewing lockbox images, groups batches of images into a PDF* document for easy downloading. Batches generally contain 25 checks and their associated documents (invoices, envelopes, and correspondence), and all batched images can be displayed together.

*Requires Adobe Acrobat Reader software.

Download a file

You can receive a transmission file containing images of your lockbox checks and any corresponding images (such as coupons, invoices, and envelopes) through our secure transmission platform.

Two options

Intraday

Separate image files for each batch of work we process are available within two hours of your deposit cutoff.

Next day

A consolidated zip image file containing all of your images from the previous day is available by 7:00 a.m. ET the following business day.

Two formats

Zip file

A zip file will contain images and an ASCII text data file. To view images, use either our WellsImage® Viewer software or your internal archive and a browser.

PDF

A PDF* file will contain both transaction data and images.

*Available intraday only. Requires Adobe Acrobat Reader software.

- 8. All information related to payments that do not have either a payment stub enclosed or an account number shown on the check will be sent via overnight mail to UBCS. All correspondence received by the lockbox will also be sent via overnight mail to UBCS.**

Agreed. During implementation, we'll work with you to set up any special processing instructions.

- 9. How frequently is the mail picked up at the lockbox? In addition, what is the last mail pickup time that will be included in that days' deposit.**

The following table lists post office pickup schedules for each of our Orlando lockbox location. All times are local.

Holiday schedules vary by location. During the implementation phase of this project, we can provide you with the most current holiday schedule for the location select.

Post office location	Weekdays	Saturday	Sunday
Orlando, Fla. Orlando Post Office	AM 2:15, 4:00, 6:30, 9:00 PM 1:30	AM 3:00 PM 1:00	PM 4:30 PM No pickup
Orlando, Fla. Tampa Post Office	AM 6:45 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup
Orlando, Fla. St. Petersburg Post Office	AM 8:30 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup
Orlando, Fla. Miami Post Office	AM 6:30 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup

10. Provide the operating hours of the processor's lockbox department and provide a contact person for the UBCS lockbox account.

Orlando wholetail lockbox service hours of operation (ET).

Day	Hours
Sunday	3:30am to 5:30pm
Monday	4:00am to 7:30pm
Tuesday	4:00am to 6:30pm
Wednesday	4:00am to 6:30pm
Thursday	4:00am to 6:30pm
Friday	4:00am to 7:00pm
Saturday	4:00am to 5:30pm

The contact person for the UBCS lockbox is your dedicated Client Service Officer, Charisse Thomas. Charisse handles customer service for lockbox processing inquiries. We arrange hours of support for your dedicated customer service officer based on the Clerk's specific needs. In the event your question has to do with a wire transfer or transmission, we've provided operating hours below.

Operations

- Wire transfer operations staff is available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

Jackie Kobialko, your treasury management sales consultant, is an additional contact for the UBCS lockbox account.

11. A fax or e-mail must be provided to the BOCC's Utility Billing Department by 2:00 P.M. EST, each day identifying the total deposit amount and number of transactions.

During implementation, we'll set up your account with the Lockbox Availability Report, which provides lockbox specific totals. The billing department can access the reports through our *CEO* Treasury Information Reporting service and pull reports by 2:00 p.m. ET to identify the total deposit amount and number of items.

12. Please define the testing and implementation time required to "go live" after the award of contract, including as detailed a schedule as possible.

Customized plan

The implementation time frame for a Wholetail Lockbox is approximately 40 days from the date of the implementation kick-off meeting. We've provided a comprehensive implementation timeline in Exhibit C.

We approach implementations as a partnership, and our experienced team works closely with the Clerk through every step of your transition to Wells Fargo. Our process is designed with your organization in mind, and is aligned with lines of business — we put you and your business needs first.

The Wells Fargo difference:

- You'll have dedicated implementation representation from beginning to end
- We won't just implement your lockbox service — we'll prepare a customized implementation plan based on specific size, scope, and complexity
- You won't get a one-size-fits-all approach
- We stay engaged with you throughout your implementation — and ongoing through our relationship; we'll continue to partner with you for your lockbox needs

Your assigned implementation coordinator works with internal bank partners and your staff to define and document requirements and determine our approach.

Implementation team members will meet with the Clerk; together, we'll discuss and document presumptions, issues, and questions both parties have, and follow up with further meetings. We'll determine timelines for wholetail lockbox and related products and the responsibilities involved in meeting deadlines.

Testing

We will use data from your test coupons to create a test file. Testing consists of three segments:

- Coupon and envelope testing
- AR transmission testing
- Image transmission testing (optional Image File Import)

Training

Your implementation coordinator notifies you once your implementation is complete and coordinates initial product training if needed; this planning process ensures that the wholetail lockbox service we provide completely satisfies your service level expectations.

13. Upon bank selection, lockbox testing must be successfully completed in a timely manner.

We base implementation lead times on your processing requirements and customization needs. Once we document your final requirements and obtain your sign-off, our average lead time for our wholetail lockbox is approximately 40 days including programming and testing.

Critical factors

Joint participation in weekly meetings is critical to gather the appropriate information for programming, testing, and production.

From the Clerk's side

- Completion and approval of the lockbox specification document
- Design of coupon and envelope
- Programming and testing of data transmission
- Your readiness to test

From the Wells Fargo side

- Delay in any customized transmission programming
- Special programming needs to fulfill your requests

Our implementation process is a partnership with our customers. Joint participation in weekly meetings is critical to gather the appropriate information for programming, testing, and production.

14. Please provide protocols for the resolution of errors related to file transmission. Additional technical specifications and requirements for Retail Lockbox Services are available upon request.

Your dedicated Client Service Officer Charisse Thomas will work with you to resolve any issues you have including lockbox file transmissions. Charisse will submit your issue to our internal tracking system, where it remains active until it is resolved. In most cases, we fix your problem on the same day. However, if an inquiry is unresolved for an extended period, the system notifies a manager. This ensures that we address every inquiry as quickly as possible.

The tracking system creates intraday summary reports that help us identify error trends. If we do see an error trend, we analyze the affected area to determine the root cause of the problem. With the goal of improving customer service, we'll put in place any steps that will prevent the same errors from happening again.

M. Wholesale lockbox services

The BOCC currently utilizes a lockbox for the collection and processing of Emergency Medical Services (EMS) payments. A response to the following must be included in each proposal:

1. Provide the bank's wholesale lockbox agreement.

Please refer to Appendix Tab B for our legal agreements.

2. Please indicate the proposed location of the lockbox site, including address. Also, provide an alternate lockbox processing location in the event the primary location is unable to process payments.

Wells Fargo has 19 wholesale lockbox facilities strategically located across the United States. This broad coverage offers the Clerk an important advantage: it means your payments can be received and processed a day or two sooner than if they were sent to a more geographically distant lockbox mailing address.

Based on the information you provided, we recommend the Clerk use our Orlando, Florida lockbox site located at 11050 Lake Underhill Road, Orlando, FL 32825.

If Wells Fargo invokes a disaster recovery or business continuity plan, lockbox processing at the affected site automatically diverts to another location, with the specific location dependent on the scope and geographic location of the disaster. All backup sites are fully staffed, are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

An alternative processing task may include diverting mail delivery from the affected primary site to the alternate site. In such a case, after we receive mail at the alternate site, we will follow customer-specific instructions to process checks, capture accounts receivable data, and image checks and invoices. We will notify customers and couriers (as appropriate) that their normal processing sites or procedures are affected. Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal Wells Fargo service level agreements.

3. Is the wholesale lockbox processing being performed by the bank, or by a third party? If by third party, please identify and provide appropriate background information for evaluation.

Wells Fargo owns the lockbox facility in Florida and is the clearing bank.

We employ bonded couriers for the pickup of mail from the United States Postal Service.

In addition, we use a document destruction provider to shred checks, coupons, and correspondence securely.

4. What is the processor's average error rate per 1,000 items processed?

We measure our lockbox accuracy rates against Bank Administration Institute (BAI) standard accuracy rates on a quarterly basis. As the following table illustrates, we exceeded the BAI standard in every category during the past three quarters.

Wells Fargo actual accuracy rates versus BAI standard accuracy rates

Wholesale lockbox error type	3Q 2013 actual ¹	4Q 2013 actual ²	1Q 2014 actual ³	BAI Benchmark ⁴
Wholesale payment processing errors Wells Fargo wholesale payment processing accuracy %	99.9940%	99.9933%	99.9936%	99.9865%
Wholesale procedural errors Wells Fargo wholesale procedural accuracy %	99.9995%	99.9995%	99.9992%	99.9962%
Wholesale deposit processing errors (accuracy) Wells Fargo wholesale deposit processing accuracy %	99.9904%	99.9878%	99.9888%	99.9693%
Wholesale distribution errors Wells Fargo wholesale distribution accuracy %	99.9863%	99.9838%	99.9782%	99.8992%
Wholesale deposit reporting errors (accuracy) Wells Fargo wholesale deposit reporting accuracy %	99.9242%	99.9490%	99.9781%	94.9612%
Wholesale late/failed deposit reporting errors Wells Fargo wholesale late/failed deposit reporting accuracy %	99.9899%	99.9592%	99.9891%	92.3578%
Wholesale detail reporting errors (accuracy) Wells Fargo wholesale detail reporting accuracy %	99.9972%	99.9947%	99.9969%	99.8434%
Wholesale late/failed detail reporting errors Wells Fargo wholesale late/fail detail reporting accuracy %	99.9959%	99.9959%	99.9982%	94.7185%

¹3Q 2013 aggregate division performance.

²4Q 2013 aggregate division performance.

³1Q 2014 aggregate division performance.

⁴BAI published industry benchmarks.

In addition to measuring against the BAI quality indicators, we track the following data:

- **Incoming mail volume.** We log mail volume after each pickup. If there are any deviations from historical patterns, we promptly report them to the United States Postal Service.
- **Productivity.** Each site has a performance-tracking program that tracks productivity per employee in terms of the number of items processed and other criteria. We tabulate employee productivity in measurement reports to determine overall site performance.
- **Expenses.** Each month, we track processing costs by site and by expense category both for total dollars, and on a per-unit basis.

We track the above indicators on a monthly and annual basis. All levels of management review the data for trend identification and problem resolution.

5. Explain the process that will be used to process payments representing multiple accounts.

During implementation, the Clerk will provide processing instructions for payments across multiple accounts (single check with a list of accounts to pay). If the transaction is in balance, the lockbox associate will perform data entry to capture the list of accounts indicated on the check (check and list). If the transaction is out of balance, the Clerk can use our optional service – the Online Decision Tool – to submit additional processing information required to balance the transaction or indicate that we should reject the transaction and mail it to you.

Below, we have provided our wholesale lockbox workflow.

Wholesale lockbox workflow

The workflow described below is a general explanation of how we process items received at a standard wholesale image lockbox. This workflow may vary somewhat from site to site.

Throughout this process, operators display your lockbox processing instructions either on their monitor or on paper, in order to view – and follow – your established instructions.

Receive and sort mail

Using either high-speed mail sorting equipment or manual processes, we separate mail addressed to your lockbox from mail addressed to other lockboxes.

We then batch the mail and place it into the bin designated for each customer-specific lockbox number until it is time for it to be taken to the processing area.

Quality control

To help ensure timely processing of payments, bins are coded according to deposit deadline.

When mail batches are taken to the processing area, we generally group them by desk or team to help ensure that the same operator or operators process the work and develop a familiarity with the processing instructions.

Extract contents

We open mail and extract the contents manually or by using automated mail opening equipment. An operator reviews the contents of the envelopes, separates the checks from the documents, and groups payments by payment type.

Scan checks and capture data

Using a desktop or standalone scanning device, an operator captures an image (in color or black and white) of each check and its MICR line data. Courtesy amount recognition/legal amount recognition (CAR/LAR) technology captures and validates the check amount.

Quality control

We perform a six-point quality control review of every check to verify the:

- Check contains a signature
- Payee
- Date
- Legal amount
- Numeric amount
- Routing and transit number (to verify U.S. dollars)

Our system uses both courtesy amount recognition (CAR) and legal amount recognition (LAR) technologies to capture the check amount. If the CAR and LAR amounts match, we continue with processing. If the amounts do not match, we forward the check to an operator for review and manual keying.

Scan remittance documents

An operator scans the remittance documents that correspond to the checks processed earlier. Some sites perform this step at the same time they scan check images.

We use work unit headers and trailers to prevent commingling batches of work. We also place transaction identification documents* — which have unique bar codes — on each check and document to correctly associate checks with their related documents.

* Some sites use an alternate method to keep work in the proper order.

Quality control

At sites using transaction identification documents, a scanner detects documents that are out of order and alerts the operator of the problem.

Prior to closing a completed batch of work, an operator verifies the first and last check in each batch; this helps ensure that checks from another lockbox are not comingled.

Input check data (if necessary)

A keying operator views images of items that fail our CAR/LAR confidence-level match. The operator views images of the items on the screen and keys the amount. If the amount does not match the amount that was captured earlier, the operator must reverse-key the amount. The operator also corrects missing or unreadable MICR line data.

Quality control

If the amount still does not match, we will require the check to be keyed manually a second time by a different keying operator.

If there is still a discrepancy, the operator will reject the check for further inspection. We will follow your instructions to either reprocess the check or send it back to you unprocessed.

Capture supplemental data (optional)

Based on specific field prompts established during the implementation process, we use both manual and robotic keying to capture data such as invoice number and customer name.

Quality control

Monitors display images of each transaction; your lockbox can be set up so that an operator views images (check, document, and envelope) of every transaction.

The system performs various data validations, including transaction balancing, field validations, and check-digit validations.

Create deposit file

Each site creates a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department so that we can clear the checks electronically, either by image exchange or as image replacement documents.

Quality control

As your deposit deadline nears, we'll close the work, and then release the items to our processing department. Your deposit posts to your account at this time.

We generate systematic reports to notify us of possible out of balance conditions and place the affected deposit on hold until the condition is resolved.

Generate output

After your scheduled lockbox deposit deadline has passed, we generate your lockbox output.

Quality control

To keep track of outputs and ensure we meet deadlines, we maintain a log that identifies customers and their specific outputs.

Prepare package

We'll gather any unprocessed or rejected items and deliver them to you based on your instructions.

Quality control

Team members validate the contents of packages by ensuring printed reports match the address label on the package.

Additionally, we randomly review packages for correct contents and adherence to address and mail out instructions.

Manager oversight

Senior lockbox department team members collect and review random work samplings and report any problems to management for prompt resolution.

Managers hold weekly meetings with each other to discuss and review system records, and track errors to the individual processor; they use the information to identify additional training needs.

Take a tour

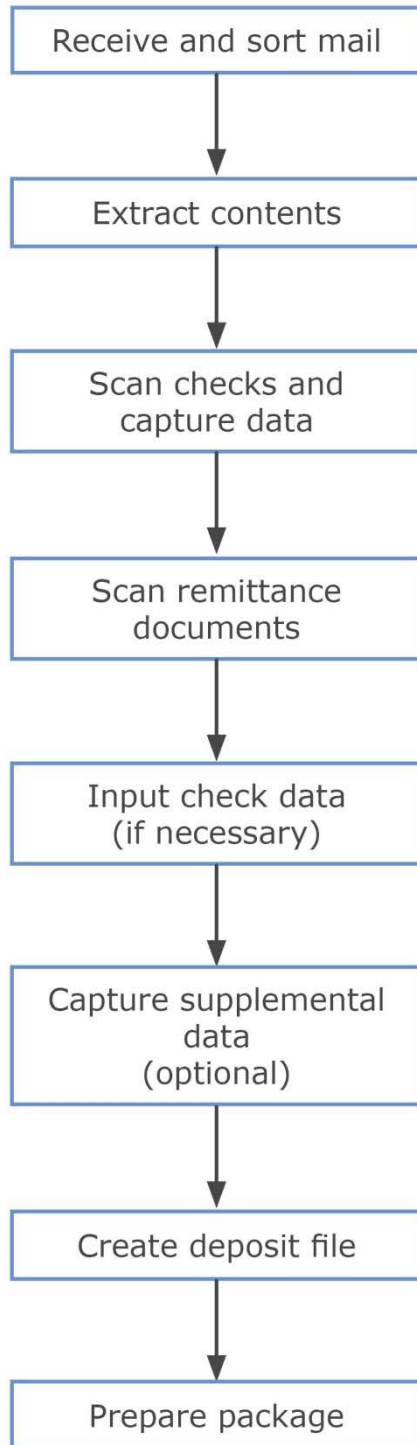
Onsite

We encourage members of the Clerk's decision-making team to tour one of our lockbox sites to gain a better understanding of the various processing options available. Your treasury management sales consultant is happy to arrange a tour for your group.

Video

We offer a video tour that shows the various steps of the wholesale lockbox workflow. Please let your treasury management sales consultant know if you're interested in this option.

Flow chart



- 6. The bank must provide online access to payment detail on a same day basis. Such data would include all checks, stub images, customer account number, check number and dollar amount, and be available no later than 2 :00 P.M. The bank must also provide internet access to accounts sufficient to allow the viewing of returned checks.**

On business days (excluding weekends and holidays), Wells Fargo reports daily deposit totals within two hours of the deposit time that you specify. Multiple deposits are reported the same day they occur, within two hours of your specified deposit time.

Deposit and balance reporting information is available to you through several channels.

Online

Our online information reporting service is our most commonly used method. It provides comprehensive intraday and previous day reports of balance and transaction data for you to view, print, or download.

Tailor reports so that you view only the accounts and details you want to see. Formats vary by report and may include BAI V2, CSV, Excel, HTML, and PDF.

Transmission

You receive a detailed file transmission of previous day and intraday balance and reporting data in BAI V2 format through our Direct BAI file transfer service, or in ISO 20022 XML format using one of our secure transmission options or SWIFT FileAct. You can then automatically update your accounting, treasury workstation, or ERP system.

You can also choose to receive a transmission of your remittance detail for automated updating of your accounts receivable system, treasury workstation, or ERP platform. Wells Fargo can also provide a combined lockbox file containing data from other sources such as wire and ACH.

Data exchange

We provide information about your previous day account balance and deposit information to your concentration bank*, and you access the data through that bank's information reporting channels. However, your reporting does not include lockbox detail information.

*U.S. financial institutions only.

Mobile

Our mobile service helps you monitor your accounts through your web-enabled cell phone or PDA. When you sign on, it's easy to access mobile versions of several intraday and previous day reports including the Lockbox Availability report that shows the totals for your lockbox deposits and detailed information about a transaction.

7. **All information related to payments that do not have either a payment stub enclosed or an account number shown on the check will be communicated to EMS not later than the next day. All correspondence received by the lockbox will be scanned and made available on the bank's website the following day.**

Agreed. During implementation, we'll work with you to set up any special processing instructions.

Images

We provide images of all lockbox documents, including checks, remittance documents, and envelopes. Once captured, we make images available for viewing through our online lockbox service within 10 minutes of your deposit cutoff.

With our online lockbox service, images are available within 10 minutes of your deposit cutoff time. As a standard, we archive them for seven years; however, we do offer shorter retention periods (90 days, one year, or two years) if you don't have a business need to access images for seven years.

Batch image retrieval, another option for viewing lockbox images, groups batches of images into a PDF* document for easy downloading. Batches generally contain 25 checks and their associated documents (invoices, envelopes, and correspondence), and all batched images can be displayed together.

*Requires Adobe Acrobat Reader software.

In addition to our internet option, you can choose from several other flexible delivery options.

Download a file

You can receive a transmission file containing images of your lockbox checks and any corresponding images (such as coupons, invoices, and envelopes) through our secure transmission platform.

Two options

Intraday

Separate image files for each batch of work we process are available within two hours of your deposit cutoff.

Next day

A consolidated zip image file containing all of your images from the previous day is available by 7:00 a.m. ET the following business day.

Two formats

Zip file

A zip file will contain images and an ASCII text data file. To view images, use either our WellsImage® Viewer software or your internal archive and a browser.

PDF

A PDF* file will contain both transaction data and images.

*Available intraday only. Requires Adobe Acrobat Reader software.

Disk

On a regular (monthly, semi-monthly, weekly) basis, we can send you a CD-ROM or DVD of your lockbox check images and any corresponding images (such as coupons, invoices, and envelopes). This medium allows a large amount of data to be stored indefinitely. You can use either our *WellsImage* Viewer software or your internal archive and a browser to view images.

8. **How frequently is the mail picked up at the lockbox? In addition, what is the last mail pickup time that will be included in that days' deposit.**

The following table lists post office pickup schedules for our Orlando wholesale lockbox location. All times are local.

During the implementation phase of this project, we can provide you with the most current holiday schedule for the location.

Post office location	Weekdays	Saturday	Sunday
Orlando, Fla. Orlando Post Office	AM 2:15, 4:00, 6:30, 9:00 PM 1:30	AM 3:00 PM 1:00	PM 4:30 PM No pickup
Orlando, Fla. Tampa Post Office	AM 6:45 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup
Orlando, Fla. St. Petersburg Post Office	AM 8:30 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup
Orlando, Fla. Miami Post Office	AM 6:30 PM No pickup	AM No pickup PM No pickup	AM No pickup PM No pickup

9. Provide the operating hours of the processor's lockbox department and provide a contact person for the EMS lockbox account.

Orlando lockbox services hours of operation (ET).

Day	Hours
Sunday	3:30am to 5:30pm
Monday	4:00am to 7:30pm
Tuesday	4:00am to 6:30pm
Wednesday	4:00am to 6:30pm
Thursday	4:00am to 6:30pm
Friday	4:00am to 7:00pm
Saturday	4:00am to 5:30pm

The contact person for the EMS lockbox is your dedicated Client Service Officer, Charisse Thomas. Charisse handles customer service for lockbox processing inquiries. We arrange hours of support for your dedicated customer service officer based on the Clerk's specific needs. In the event your question has to do with a wire transfer or transmission, we've provided operating hours below.

Jackie Kobialko, your treasury management sales consultant, is an additional contact for the EMS lockbox account.

Operations

- Wire transfer operations staff is available Monday through Friday from 8:00 a.m. to 9:00 p.m. ET.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

10. A fax or e-mail must be provided to EMS personnel by 3:00 P.M. each day identifying the total deposit amount and number of transactions.

As previously discussed, on business days (excluding weekends and holidays), Wells Fargo reports daily deposit totals within two hours of the deposit time that you specify. Multiple deposits are reported the same day they occur, within two hours of your specified deposit time.

The table below lists our deadlines at the Orlando, Florida lockbox site. The Clerk can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments we receive after your established deadline (including any payments we process during the weekend or on a holiday), in the following business day's work.

Lockbox site	Deposit deadlines *
Orlando, Fla.	8:00 a.m., 11:00 a.m., 1:00 p.m., 3:00 p.m., 5:00 p.m.

*All times are local.

You can access same day deposit information online, by transmission, or through our mobile service as described in our response to question #6 above.

11. Please define the testing and implementation time required to "go live" after the award of contract.

Customized plan

The implementation time frame for a wholesale lockbox is approximately 40 days from the date of the implementation kick-off meeting. We've provided a comprehensive implementation timeline in Exhibit C.

We approach implementations as a partnership, and our experienced team works closely with the Clerk through every step of your transition to Wells Fargo. Our process is designed with your organization in mind, and is aligned with lines of business — we put you and your business needs first.

The Wells Fargo difference:

- You'll have dedicated implementation representation from beginning to end
- We won't just implement your lockbox service — we'll prepare a customized implementation plan based on specific size, scope, and complexity
- You won't get a one-size-fits-all approach
- We stay engaged with you throughout your implementation — and ongoing through our relationship; we'll continue to partner with you for your lockbox needs

Your assigned implementation coordinator works with internal bank partners and your staff to define and document requirements and determine our approach.

Implementation team members will meet with the Clerk; together, we'll discuss and document presumptions, issues, and questions both parties have, and follow up with further meetings. We'll determine timelines for wholesale lockbox and related products and the responsibilities involved in meeting deadlines.

Transmission testing

Depending on the services you need, Wells Fargo will build a transmission file and complete related tasks. The Clerk will provide invoices, if applicable, to Wells Fargo, and will participate in the testing of the output file. Wells Fargo then builds your services on the product platforms.*

*The Clerk's agreement is required to move any transmission services into the production environment.

Training

Your implementation coordinator notifies you once your implementation is complete and coordinates initial product training if needed; this planning process ensures that the lockbox service we provide completely satisfies your service level expectations.

12. Upon bank selection, lockbox testing must be completed in a timely manner. Additional technical specifications and requirements for wholesale lockbox services are available upon request.

The lead time for a standard lockbox implementation* depends on the scope and complexity of the project, and begins once we receive all required information from the Clerk, including:

- Lockbox questionnaire and your lockbox transmission specifications
- Invoices
- Name of lockbox
- Estimated monthly volume
- Acceptable payees
- Remittance information

*Standard setup typically has a lead time of ten days. Transmission setup has a lead time of 40 days.

Critical factors

From the Clerk's side

- A delay in receiving your lockbox processing instructions
- Testing invoices
- Issues with connectivity and testing (if you use a vendor for transmissions)
- Responsiveness of your testing

From the bank's side

- Delay in any customized transmission programming
- Special programming needs to fulfill your requests

N. Pre-Authorized debits (drafts)

Pre-authorized debits are used in conjunction with the Board's Utility Billing Department operation; as a result the following criteria exist:

1. The bank must be capable of receiving and processing encrypted pre-authorized debit files received from UBCS.

We can accept and process encrypted preauthorization debit files.

2. The bank must provide the required file format.

Please refer to Appendix Tab A for our ACH file format specifications.

3. Provide the maximum number of files that can be transmitted to the bank each day.

Wells Fargo does not have limits to the number of files you can send to the bank each day. However, we do recommend that you wait for confirmation of your file transmission before sending another file.

4. What is the latest time a transmission will be accepted?

Deadline

Although you can send your direct debit files 24 hours a day, 7 days a week, we do have established cutoff times for one- and two-day settlement.

Input method	One-day settlement	Two-day settlement
Direct transmission	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	8:30 p.m. ET
Internet	9:00 p.m. ET	9:00 p.m. ET

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

5. The bank must provide a daily e-mail for each file transmitted confirming the following:

- **Numbers of records received and returned ACH items**
- **Total dollar amount of the batch received**
- **Date payments will be applied to the BOCC's account**
- **Any errors that have occurred**

When you transmit a file to us using one of our internet transmission protocols, you can receive an automatic file receipt notification by email. This notification includes a timestamp and indicates whether your file loaded successfully or failed.

You will soon be able to receive email notification (to up to 99 recipients) when we do not receive a file within a timeframe you specify, when we receive an unexpected file, or when we receive an empty file.*

*Available second quarter of 2014.

For additional assurance that your file was received by Wells Fargo, we also offer file acknowledgements as part of our ACH and consolidated payables transmission services.

Direct origination

Our ACH system automatically confirms the receipt of your transmission as well as the total items and total dollars. It also generates a transmittal register (CNote), which we send to you by email, transmission, or fax within 15 minutes of receipt of your file.

For greater flexibility, you can choose to receive an email or faxed report and a transmission if you would like to couple end-user reporting with an automated confirmation process.

Consolidated payables

We handle the CNote internally and notify you only if a processing issue with the ACH payment needs to be addressed.

We'll let you know by transmission, optional email, or both that your file has reached our system and has undergone initial processing for delivery to our payment systems. Choose the format: XML, ANSI X12 997 (standard EDI), or human readable report.

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgements online.

The acknowledgement[†] includes the following information:

- Number of payment transactions received
- Number of transactions successfully processed
- Number of transactions rejected

[†]Acknowledgments report on file processing only; information on clearing and settlement of payment transactions or payment completion is not provided.

6. Provide instructions for error resolution in file transmission.

Your dedicated Client Service Officer, Charisse Thomas, will be your main point of contact for any service issues relating to our treasury services, including file transmission errors. In most cases, Charisse can diagnose your problem and provide a solution on the first call. When necessary though, a deeper level of support is immediately available.

If Charisse is unable to assist, she will coordinate a call between the Clerk and our Wholesale Transmissions department, which focuses primarily on communication issues related to data transmission, but also offers assistance with other issues.

O. Designated account executive and references

The Clerk requests that the proposing banks provide the names of a designated account executive, as well as an alternate. The designated account executives must be local and have the authority to make timely decisions in the normal course of business.

Your primary contact will be your dedicated Relationship Manager, Lance Aylsworth. In Lance's absence, his direct manager Paul Vincent would be the alternate contact. Paul's contact information is: 813-225-4459 and paul.vincent2@wellsfargo.com.

In addition to your relationship manager, the Clerk will have an entire team dedicated to assisting and consulting with you on all aspects of your banking relationship. This team is dedicated to providing consultative, analytical, and qualitative service — your needs are our first priority.

Our relationship-focused approach to our diversified set of products and services ensures you have solutions that are right for you — at the right time. We are your advocates, and our goal is to establish an interactive relationship and exceed your expectations.

The bank should provide at least three (3) governmental clients as references. Please provide names, titles, addresses and telephone numbers.

Wells Fargo currently provides banking services to more than 1,907 government entities across the U.S. and more than 289 government entities throughout the State of Florida. Combined, Lance and Jackie currently manage more than 50 government entities in the southern part of Florida.

Wells Fargo provides banking and cash management services to businesses and government entities of all sizes. Our continued success is in large part due to our ability to identify the needs of our customers, which includes identifying specialized industries such as government entities and providing the dedicated, specialized resources required to manage those customers at the highest level possible.

Contact information for our references is listed in the table below.

References*	
<p>Blanca Padron Deputy Finance Director Miami Dade County</p> <p>305-375-5245 brp@miamidade.gov</p> <p>111 NW 1st Street Suite 2610 Miami, FL 33128</p>	<p>Darlene Malaney Director of Finance Palm Beach County</p> <p>561-355-2306 dmalaney@mypalmbeachclerk.com</p> <p>301 North Olive Avenue West Palm Beach, FL 33401</p>
<p>Lori Fortenberry Investment & Finance Coordinator Broward County</p> <p>954-357-7201 lfortenberry@broward.org</p> <p>115 S. Andrews Avenue Ft. Lauderdale, FL 33301</p>	<p>Jeff Sutton Chief Financial Officer Broward Clerk of Courts</p> <p>954- 831-6244 jsutton@clerk-17th-flcourts.org</p> <p>201 SE 6 Street Ft. Lauderdale, FL 33301</p>
<p>Diane Bernardo Finance Director Indian River County Clerk & Board</p> <p>772-226-1205 dbernardo@clerk.indian-river.org</p> <p>1801 27th Street Building A Vero Beach, FL 32960</p>	<p>Paul Schmitt Finance Director Martin County Clerk & Board</p> <p>772-288-5538 pschmitt@martin.fl.us</p> <p>100 E. Ocean Boulevard Stuart, FL 34995</p>
<p>Shai Francis Finance Director St. Lucie County</p> <p>772-462-1482 franciss@stlucieclerk.com</p> <p>2300 Virginia Avenue Room 226 Ft. Pierce, FL 34982</p>	

*Confidential

P. Custodial arrangements

The Clerk desires to place all of its custodial services with the bank that serves as the depository bank for the County. The custodial services requested will be for various securities that are purchased from other dealers and banks. These securities will be purchased and then transferred to the depository bank to be placed in a custodial account within the bank's trust department. The trust department will act as the Clerk's agent for all custodial transactions. These securities will be held until they are called, sold or mature. The following amounts reflect the Clerk's estimate of the number of securities and par values that will be placed within the custodial account on an annual basis:

- **Estimated number of annual transactions (sales, calls, purchases, maturities and coupon maturities): Approximately 80**
- **Number of securities held as of March 31, 2014: 21**
- **Fair value of securities held as of March 31, 2014: \$609 Million**

Monthly reports describing all activities within the custodial account will be provided electronically. As part of its response each bank will provide their general custodial services agreement for review.

The Clerk requires that all investment transactions clear through the respective concentration accounts. This should be construed to mean purchases, calls, maturities, sales and income postings. This transaction activity shall not be netted in any circumstance.

Comprehensive services

We offer a comprehensive spectrum of financial services and the ability to tailor our service mix to exactly fit our clients' unique needs. That means more than the convenience of one-stop shopping. It means you have a business partner who understands how each offering relates to the current market, to all other available options, and to your financial needs. Over the years, our products and services have grown to include:

- Domestic custody
- Trustee/Fiduciary services
- Comprehensive financial statements
- Tax reporting
- Automated cash sweep
- Investment management
- Mutual fund investments
- Online reporting and analysis
- Benefit payment services

As your needs grow, we can support you with these additional products and services available:

- Global custody
- Custom reporting
- GASB 45 solutions
- Portfolio transition or liquidation
- Performance measurement and universe comparison
- Employee Benefits Design, Consulting and Administration
- FAS 157 tier guidelines
- Actuarial consulting
- GASB 40 reporting
- Asset allocation overlays
- Foreign exchange
- Unitized accounting
- Donor accounting

Settlements and safekeeping

Wells Fargo places major emphasis on securities movement and control functions, settling more than seven million trades per year, and handling virtually every type of security created by the ever-changing capital markets. Tracking each purchase and sale from trade date to settlement date ensures proper delivery and credit of securities to each account. Wells Fargo, as a founding member of the Depository Trust Clearance Corporation (DTCC), is one of the nation's largest bank processors of security settlements, with an affirmation rate of 99%.

All trades are settled on a delivery versus payment basis. We post all purchases and sales on the scheduled settlement date to allow for investment on a same-day basis. This procedure provides total funds predictability, thus maximizing investment yield and eliminating fail float accounting.

Wells Fargo provides all services associated with physical securities, such as re-registrations, transfers, deposits, and withdrawals. Wells Fargo will also automatically re-register physically held securities to book-entry form if they become depository eligible. Our trust system maintains a record of each security that shows its location (DTCC, FED, Vault, or other), its form of registration, and other pertinent information.

When our clients require that we maintain an asset in physical form, we ensure that it is registered correctly in either customer or nominee name and held in a Class I vault. Members of other Bank departments or other visitors are not admitted to the vault without prior approval by the unit manager. We maintain dual control of the vault at all times. Securities may not be removed from the vault or examined without the presence of two authorized individuals. There are three verification steps required before an asset can be deposited or withdrawn from the vault. Our usual turnaround time is three days. The vault is fully audited annually.

Wells Fargo utilizes the services of DTCC for physical settlements occurring in New York. In order to settle these trades efficiently, Wells Fargo utilizes an integrated network that provides real-time activity within our account.

Trade instructions are received from investment managers by our Investment Manager Relations group. The trade is entered on the Trust Accounting System and the trade ticket is printed on our Physical Settlement group's printer. Instructions are forwarded to DTCC for settlement. They verify that the right size certificate is available for sale. If not, the certificate is sent out for transfer to break it down to the correct size. On settlement date, the shares are delivered to the broker and payment is received.

Wells Fargo works closely with investment management firms in order to make transactions flow as effectively and efficiently as possible. Because we treat the investment manager as if they were a client, we dedicated an area charged with servicing the needs of that community. Investment Manager Relations (IMR) is comprised of trade communications specialists who work with over 900 investment managers retained by our customers to manage their assets. Each investment management firm works exclusively with one trade representative for all accounts with that manager. The result is a high level of knowledge about, and responsiveness to the manager's staff and the brokerage community. Consequently, Wells Fargo gets very high marks from the investment manager community in the regular surveys we conduct with them.

Income collection

Interest and dividends are credited to client's accounts in fed funds based on the payment schedule shown below. Funds are available same-day. We currently process approximately 12 million income collection transactions annually.

Income	
Series H/HH Interest	On Receipt
Interest/Corporate Bonds, Treasuries	Payable Date
Income on Exception Items	Receipt + 1
Savings/CD Interest	On Receipt
Savings/CD Reinvest	On Receipt of Statement
Cash Sweep Income	1st Business Day
CPT Principal/Interest	Upon Receipt of Factor
CPT Principal Interest Payments – Exceptions	Upon Receipt
Dividend on Split Shares	Payable + 1
Equities (Announced)	Payable Date
Equities (Unannounced)	On Receipt
Pending Trades	Settlement Day
Preferred Stock (Announced)	Payable Date
Preferred Stock (Unannounced)	On Receipt
Common Stock	Payable Date
Bank Certificate of Deposit	On Receipt
Fixed Rate Domestic Bonds	Payable Date
Floating Rate Domestic Bonds	Receipt of Rate
Floating Rate Foreign Bonds	On Receipt of U.S. Funds
Bearer Bonds	Payable Date
Baby Bonds	Payable Date
Fed Book Entry Issues (Treasuries/SLGS)	Payable Date
Physical U.S. Agencies	Payable Date

Mortgage-Backed (interest & principal) GNMA I & II FHLMC FNMA	Payable Date
CMO/Asset-Backed (interest & principal) Includes REMICs, Multiclassses, FHA Pass Thru, SBA Held @ DTCC/FED Held Physically	Receipt of Factor On Receipt
Unit Investment Trusts – Income	Payable Date
Private Placements	On Receipt
Dividends on ADRs/Foreign Assets DTCC	Payable Date
Mutual Funds	
Cash Dividends (S&P published)	Payable Date +3 business days
Dividend Reinvest & Capital Gains	Payable Date +1
Re-Organizations	
Maturities	Payable Date
Dividend Reinvest Equities	On Receipt of Statement
Final Principal Payment	Payable Date
Global Reorganizations	On Receipt
Stock Splits	Ex-Date
Global	
Global Income	Receipt

Equities and Fixed Rate Bonds

Our processing system obtains dividend information through the use of third parties, mainly Financial Times Interactive Data. On a daily basis, the security holding files are read to identify securities for which dividends were declared. The stock record dividend map is generated along with details the action: CUSIP number, account name and number, record date, location code, payable date, and dividend rate for account holdings. Prior to the payable date, the system record information is compared to projection reports received from the DTCC to verify expected payments. For securities held in the vault and securities that are not DTCC eligible, a comparison to the paying agent’s advice is performed once funds are received.

The fixed rate bonds are not balanced to the bond income map prior to the payable date. Income payments are released to post to customer accounts through an automated process. Differences between actual and expected receipts are identified, and an exception report is generated. The Income Collections staff monitors this difference report on a daily basis and will reconcile in a timely fashion.

Variable Rate Bonds

Variable rate bonds are paid by automation upon receipt of the rate from DTCC. Exceptions are researched and corrected in a timely manner.

CMOs, Asset Backed Securities, and Pools

CMOs (Collateralized Mortgage Obligation) held at DTCC are processed through the DTC Income Processing (DTCIP) automation. They are paid on upon receipt of factors from DTCC. Exceptions are researched and corrected in a timely manner. Payments are pre-balanced through the CMO Pre-Balancing automation. This is accomplished by the use of exception reports identifying differences that may require research and corrected prior to payable date. Pools are pre-balanced through the Pool Match automation. This is accomplished by comparing the income maps to Fed payments via the automation. Payments are then entered into the overnight batch posting job. Differences are researched and corrected prior to payable date.

Mutual Funds

Notification of mutual fund dividend information is received electronically from the NSCC and Vertical Management Systems or in a hard copy form directly from the mutual fund company. Funds from the fund companies are compared with expected receipts when dividends are received. All dividend payments are reconciled, and any differences identified are researched and corrected on a timely basis.

Maturities

All maturity payments are released to post to customers' accounts through an automated process. Maturities held at DTCC are pre-balanced using exception reports. All exceptions are researched and corrected in a timely manner. Physically held assets are posted to customers' accounts upon receipt of funds. Maturities on Fed held assets are released to post to customers' accounts on payable date. Differences between actual and expected receipts are identified, and an exception report is generated. The Income Collections staff monitors this difference report on a daily basis and will reconcile in a timely fashion.

Online Reporting Capabilities

Wells Fargo provides online Internet account access to investment activity and transactions. Wells Fargo Custody Service has been at the forefront of providing clients with direct, online, 24 hours a day, 7 days a week access to their asset data through our award winning internet *CEO* portal. The *CEO* portal is a single source for customers to manage their multiple banking services in a personalized and customized manner, with the benefit of state-of-the-art security, providing a single login for all of your online custody account applications. The client can assign different authorization levels for each user. Account information is secured through user identification codes, password combinations, and state-of-the-art 128-bit Secure Socket Layer (SSL) data encryption. Each user's identification lets them access data only for the accounts they are authorized to view. You have total control over who sees your portfolio information, through the use of your company ID, user ID and password. In addition to account types, user authorization can be defined as view only or can be established to permit the user to perform transactions. Designated persons can change authorization privileges any time.

Information and reporting options are almost limitless. Users are able to capture and download real-time and point-in-time information in numerous configurations. Our constant development and partnering with our custodial clients to meet their needs through technology and automation has developed into a suite of products that we are proud to offer. Our *CEO* portal has shaped and evolved Wells Fargo client's custodial processing.

Some of our products offered on the *CEO* portal include:

- **Trust Portfolio Reporting** was introduced in 2000 as one of the first product offerings on our *CEO* portal. Trust Portfolio Reporting (TPR) offers standard and ad hoc reports as well as custom data extract creation for viewing or exporting in standard HTML, PDF, Excel™, or comma separated formats. Client users are able to design and save report templates to meet their unique requirements and run them against any single account or account combination. Several reports contain drill down features. Asset reports may be created for the past 30 business days or up to 18 prior month-ends. History accumulation begins at the time Trust Portfolio Reporting is implemented. Transaction reports can be requested for up to 18 months of history. Pending transactions and cash projections are also among the standard reports. A suite of Financial Analysis Reports is also available in data formats, which includes 12 unique reporting options comprised of asset reports, transaction reports and earned income reports. Other standard reports include:
 - **Account View.** TPR delivers instantaneous **real time** cash balance and **real time** settled transaction data as well as previous business day information to help manage and reconcile your accounts. In Account View you can click on any column header hyperlink to sort data by that column. Export Account View data to PDF or Excel™ formats from any screen by selecting the corresponding link.
 - **Overview:** The account Overview shows at a glance the settled market value for every account in your chosen display group.
 - **Position Summary:** The Position Summary displays the asset allocation of the selected account.
 - **Position Detail:** Position Detail displays asset information for every asset in the selected account.
 - **Real Time Cash:** Real Time Cash provides real time Cash Balances and Today's Transactions for an account.
 - **Real Time Transactions:** Real Time Transactions provides transaction information for any account.
- **Ad Hoc Reporting and Custom Data Extract Creation** is also available. Client users are able to design and save report templates to meet their unique requirements and run them against any single account or account combination. All of the current and historical data available in our standard report offerings are also available to create new views or data extracts. After selecting the data sources and data fields needed, users can sort, subtotal, and filter to produce exactly the information required.

Clients are also able to view, customize, and download verified financial, investment performance, and full multi-currency information and reports directly to their desktops. Flexible valuation cycles allow for viewing information on a daily, weekly, or monthly basis. With a few simple clicks, clients are able to monitor and review their financial portfolio – anytime, anywhere!

Various flexible and customizable reporting options are available to export into Excel for easy integration with our clients' in-house systems. Specific features include:

- A comprehensive standard and customized suite of reports offering daily valuations and dynamic reporting periods.
- Asset reporting for any previous valuation cycle, on the account(s) selected. Asset reports include asset position lists, unrealized gains and losses, market values, and accrued and earned income per security.
- Setting account and date parameters to produce customized transaction reports. Reports are available by account or security, with the level of detail specified by the client.
- Investment performance information meets AIMR and GIPS compliance standards, and allows unlimited performance views, hierarchy complexity, and report types. Investment performance also includes standardized and customized benchmarking, flexible categorization, extensive detail, and security level analytics.

Clients may use the Scheduled Reports function to automatically generate their most frequently used reports directly from the homepage in just two clicks. Scheduled Reports allows TPR users to:

- Schedule any standard or ad hoc report for automatic generation
- Retrieve scheduled reports effortlessly
- Access scheduled reports for 18 months
- Generate scheduled reports on demand
- Edit or delete scheduled reports
- Select email notification preferences

Trust Information Delivery provides clients with instant web-based access to their financial and investment performance information, through our *CEO* Trust module, reports are taken electronically from our asset custody systems, converted to PDF and retained by Trust Information Delivery in a secure environment, where they can be accessed and viewed by the client's authorized users. An email notification is sent as soon as new reports are available. You can search for a report by account number, report type, or report or processing date. Up to seven years of history can be stored on the system. For longer retention, the entire report or just a portion can be easily downloaded and archived for use within other applications at the client site.

Cash Movement and Secondary Authorization is an additional feature of TPR that allows clients to transfer funds between authorized Wells Fargo custody and demand deposit or checking accounts with just a few clicks. Our Secondary Authorization allows the client to review and approve, reject or delete cash transfers that meet or exceed company thresholds. A Transfer Activity feature shows real time and historical online transfers with a detailed confirmation display of any transaction. Transfer Activity data can be sorted and filtered and may be downloaded in PDF or Excel formats.

Trade Entry

The web-based Trade Entry feature of TPR gives our clients the convenience of online trade order entry through the *CEO* portal. Clients and their trading staff have the ability to enter individual unexecuted mutual fund, equity, and bond trade directives with a single, token authenticated sign-on from the *CEO* portal. Client entered trades are interfaced directly with the core trust system allowing for better control and risk reduction. Automatic acknowledgement of trade order entry gives clients the peace of mind of knowing their custodian has received trades and that the information is correct and complete. Mutual fund trades can be entered in dollars or units. When launching into Trade Entry, a separate window will open allowing users to conveniently toggle between Trade Entry and other TPR applications like Cash Movement and Secondary Authorization where eligible customers can complete the cash management activity related to their trades, transferring funds between authorized Wells Fargo custody and demand deposit or checking accounts. When entering a sell, the system provides a list of currently held assets for the user to select from. Some of the additional benefits of our Trade Entry feature are:

- Secure environment
- Straight-through process improves processing efficiency and reduces risk of manual errors
- View executed trades on TPR's Real Time Transactions screen
- Trade related summary available online
- Ability to link to other Wells Fargo online products via a single internet portal

Please refer to Appendix Tab F for our Custody Fee Estimate and Agreement.

Q. Merchant services

The Clerk requires merchant services processing for the BOCC and COCC agencies and requests that all proposers submit their merchant services processing format and processes for evaluation. A proposing bank shall provide merchant services to various departments throughout the BOCC and COCC at one discount rate. The bank shall submit individual merchant services invoices to the Clerk's Office monthly for all merchant charges, as well as provide daily and monthly settlement statements separate from its invoices for merchant charges. Settlement statements, merchant chargebacks and merchant charges shall be available online. The proposal must be inclusive of all rates and charges associated with merchant services. Payment Card Industry (PCI) compliance must be

maintained by the successful bidder as a part of the merchant services processing requirement. The BOCC and COCC agencies do not desire to hold or handle cardholder information. The proposing financial institution understands that there are existing merchant services processors providing certain services to the BOCC and COCC agencies that must be integrated because of being selected. At the time of renewal of these individual arrangements, consideration will be given to consolidating these services.

Wells Fargo Merchant Services

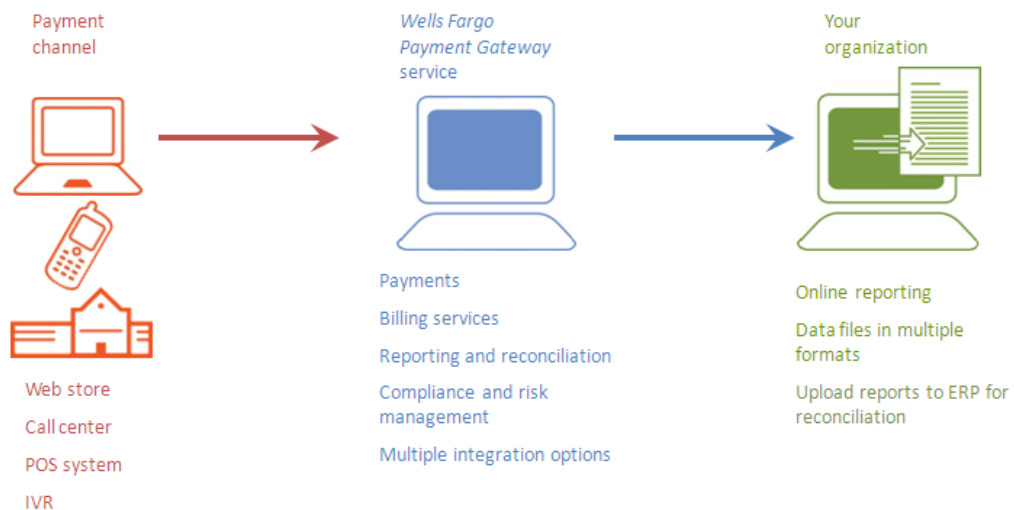
Payment technology

We understand the varying needs of merchants across all types of industries. That’s why our authorization system supports a wide range of communication interfaces, including MPLS, VPN, satellite, dial-up, internet, and wireless. We own and manage the end-to-end transaction delivery network, supporting more than 2.2 billion credit and debit transactions each year. With us, you authorize and settle your transactions using a comprehensive authorization system that provides a fast, reliable, and fully redundant solution for all of your electronic payment transactions.

Further, Wells Fargo Merchant Services has value added reseller (VAR) relationships with more than 200 vendors providing a broad array of processing products and services to meet almost any customer’s payment processing needs.

Alternate options

In addition to working with existing merchant configurations, we also offer our own gateway service that can not only process online transactions, but can function as a point of sale “terminal” as well. Our Wells Fargo Payment Gateway® service is a comprehensive receivables platform solution from a trusted provider that provides a single integrated platform for credit card and eCheck (ACH) payment acceptance. Our solution is also PCI compliant.



Our *Wells Fargo Payment Gateway* service can be integrated to work with any application that supports web services. Many third parties, such as shopping carts, cashiering, and Interactive Voice Response (IVR) applications already have interfaces compatible with the *Wells Fargo Payment Gateway* service’s core technical specifications.

We’d like to discuss our gateway and how it might help you accept more card payments, create efficiencies, and save in processing fees.

Settlement and funding

An important objective for merchant customers is to increase funds availability. By processing with Wells Fargo Merchant Services, funds are deposited to a Wells Fargo Demand Deposit Account (DDA) the next business day by 12:00 p.m. ET — for settlement files received and processed by the cutoff time. Funding to non-Wells Fargo accounts may be delayed due to ACH processing times. Settlement files can be submitted at any time during the day. Our cutoff for dial transmission, data capture solutions (POS terminals and ECR) is 2:00 a.m. ET.

Please see below for the latest time in each time zone that sales transactions can be transmitted to meet the settlement times. All platforms have been listed until further discovery determines which platform will best meet the Clerk’s needs.

Platform	Eastern	Central	Mountain	Pacific
CardNet	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
PayPal PayFlowLink Gateway on CardNet	9:00 p.m.	8:00 p.m.	7:00 p.m.	6:00 p.m.
Nashville	2:00 a.m.	1:00 a.m.	12:00 a.m.	11:00 p.m.
PayPal PayFlow Pro on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
PayPal PayFlowLink Gateway on Nashville	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.
Authorize.net Gateway on Nashville	6:00 p.m.	5:00 p.m.	4:00 p.m.	3:00 p.m.
FDI Global	12:00 a.m.	11:00 p.m.	10:00 p.m.	9:00 p.m.

Wells Fargo Merchant Services will also transmit settlement files to the following:

- **American Express:** We transmit all American Express files at 11:00 a.m. ET daily by PCID numbered batches; all files are sent at one time during the day.

- **Discover Network:** We send files after the respective merchant's cutoff, so it depends on which cutoff each merchant is assigned. We generally send files at 5:00 a.m. and 6:00 a.m. ET daily.
- **Wells Fargo Payment Gateway service:** Transactions processed through the *Wells Fargo Payment Gateway* service and settled by 12:00 a.m. ET daily receive next business day funds availability to a Wells Fargo DDA. The electronic check (eCheck) cutoff is 5:00 p.m. ET with next business day funding.

Non-bank card funding will depend on the contractual arrangements that the Clerk maintains with specific card issuers; we are happy to help you establish or review such arrangements.

Implementation and customer service

With the recent economy, merchant customers like you are trying to do more with fewer resources. They're tasked every day with trying to find ways to be more efficient, while trying to control costs. Like you, they don't have the resources to allocate to researching ways to optimize operations.

That's why we have more than 750 team members across the United States to service our merchant customers. Our team members focus on the sales, implementation, and relationship management aspects of merchant services. Each team member is dedicated to understanding each merchant's unique environment and to meeting the needs of every merchant and customer.

Implementation

One of the ways we help meet your needs is with a completely customized implementation process and timeline. Unlike other providers, we configure each implementation plan to the unique needs of each customer. This allows us to customize the implementation plan for the specific size, scope, and complexity that is required.

As part of our process, a dedicated implementation project manager and a dedicated wholesale implementation management team are assigned to the Clerk to lead the enterprise-wide conversion. The implementation project manager is skilled and experienced in facilitating the transition process and works directly with you and your staff.

Based on this planning effort, we will present the Clerk with a Statement of Work (SOW) and a mutually agreed upon timetable that satisfies all of your requirements. Please note that timelines may vary depending on the type of processing conversion, POS systems, and the method of processing communication.

This custom approach to the transition ensures that the implementation plan and schedule meet the exact needs of your organization and will ensure a smooth transition.

The wholesale implementation management team takes total ownership of the conversion throughout the implementation cycle, placing the highest priority on timeliness, accuracy, and efficiency. The implementation team will coordinate with you for all system conversions and training for both one-on-one and group sessions.

Customer service

Another way we help you meet your needs, is to assign a dedicated merchant services relationship team that is responsible for providing proactive account management and superior ongoing support. Your merchant services relationship team will review Interchange qualifications and chargeback levels and provide support to your personnel on compliance related questions.

Because issues don't always arise during normal business hours, you can also obtain client services, technical support, and terminal support from Wells Fargo Merchant Services 24 hours a day, 365 days a year. Our commitment to service excellence is one of the primary reasons customers do business with us.

PCI compliance

Wells Fargo has a process in place to ensure PCI compliance or PABP compliance prior to boarding as mandated by Visa. Wells Fargo will not board clients if an application that is not on the approved Visa list is being used.

We provide you with information and resources to help you and your vendors ensure that you meet all requirements for Payment Card Industry Data Security Standards (PCI-DSS).

Any specific PCI compliance questions can be coordinated through your merchant services relationship manager. We also maintain a page on our website that includes frequently asked PCIDSS related questions from merchants (www.wellsfargo.com/biz).

We also offer publications to our merchant customers that include:

Merchant News Express™ – Delivered through email from your dedicated merchant relationship manager, this information covers relevant, up-to-date industry information that impacts the payment processing solutions of organizations like the Clerk.

Wells Fargo Merchant Connect™ – Delivered through email every quarter, this information bulletin covers topics of importance to our merchant customers, including: Payment Network news, new payment solutions, card payment data security updates, PCI compliance and regulations, and important best practices in payment processing.

Our Association Compliance Department is dedicated to merchant PCIDSS compliance. The Association Compliance staff specializes in compliance support, and has been able to successfully leverage its industry and Payment Network contacts to address all PCIDSS related questions and issues from its merchants.

Additionally, we have partnered with TrustWave in the development and implementation of the TrustKeeper application. This application reviews a merchant’s processing environment for known information security risks and helps Wells Fargo Merchant Services educate merchants on the severity of the risk within their processing environment.

As part of this service, we have partnered with TrustWave, an expert Qualified Security Assessor for PCI DSS compliance, to provide our customers with discounted costs for quarterly perimeter network scanning.

Please access the following the link to the Visa website that provides information about PCI compliance:

http://usa.visa.com/merchants/risk_management/cisp_merchants.html

Information reporting

Getting the information you need when you need it, is important to many businesses like yours. That’s why you can access your payments-related data quickly and easily with our online merchant reporting tool. From any internet-based PC, you can access and analyze transaction detail for all card types, conduct sales audits, manage processing fees, reconcile your checking account, investigate chargebacks, protect against losses, view historical information for analysis, and manage cash flow.

Help your organization

- Access payment processing information 24 hours a day, 365 days a year
- Reduce calls to customer service departments
- Drill down into funding events and reconcile total sales
- Create reports and schedule their distribution

For an online tour, please log on to www.BusinessTrack.com.

You can view and group information by locations, by their relationship to each other, to banks, and to external business entities. The Clerk can view information at the lead corporate, corporate, or location level.

Hierarchy level	Description
Lead-Corporate level (corporate) (Non-mandatory)	Identifies if multiple chaining structures are part of a large corporation. Allows entitled users to view reporting from Lead Corporate level down to Location level.
Corporate level (chain) (Mandatory for multiple outlets of same company)	Identifies if the merchant structure is a single chain or part of a corporation. Allows entitled users to view reporting from Corporate level down to Location level.
Location level (outlet) (Mandatory for single-location merchants)	Identifies that the merchant structure is at the location level only and is not part of a chain or corporation. Allows entitled users to view Location level reporting only.

You can also create unique groups of your locations by selecting the locations of your choice and running scheduled reports based on those unique groups. This provides you greater flexibility in managing the overall performance of your portfolio. The unique group names can easily identify each segment of your portfolio and can be applied to scheduled reports in the future.

Once the groups have been created, you can easily go back into the system and add or delete locations to or from a specific group. The Groups selection can only be used if your access is set at the corporate level or higher and multiple locations are rolling up to your corporate level access.

Our custom ad hoc reporting can be generated at any of the hierarchy levels (lead corporate, corporate, or location level) and can be generated for any custom group of merchant account numbers that you provide. There is no additional cost for this type of service.

Pricing

Like other merchant customers, controlling cost is an important initiative. Making sure you're getting a competitive rate can sometimes be a challenge. That's why Wells Fargo Merchant Services offers a low pricing structure, Interchange Plus Pricing. This pricing structure is a straight pass through of Payment Network costs plus a fee for transaction acquisition. It also makes your pricing transparent, allowing you to understand and compare rates across providers.

Based on the information provided during the RFP process, we are providing you with an estimated pricing proposal. However, we would like to have further discussion with to determine what your future goals and volumes for card acceptance may be. At that time, we will provide you with an updated merchant pricing proposal.

Please refer to the Pricing Response for Wells Fargo Merchant Services pricing information.

In the meantime, copies of the most current Payment Network fees and schedules are available at the following links:

Payment Networks Pass-Through Fees

<https://www.wellsfargo.com/biz/merchantpassthroughfees>

Payment Networks Qualification Matrix

<https://www.wellsfargo.com/biz/creditinterchangeplus>

PIN Debit Networks Fee Schedule

<https://www.wellsfargo.com/biz/merchantdebitfees>

Why Wells Fargo

It's important for customers to know they are working with a trusted provider who has experience and knowledge in the merchant services industry. With this knowledge and experience comes a deep-rooted understanding of your challenges and needs. Many customers like you have decided to work with Wells Fargo Merchant Services just for this reason.

Wells Fargo has been processing card transactions since 1976; in 1993 Wells Fargo and First Data Merchant Services (FDMS) joined to create Wells Fargo Merchant Services, LLC (Wells Fargo Merchant Services).

We provide processing for credit and debit cards, PIN-based debit, check verification, gift cards, and other payment services for any sized business. Today, we serve approximately 173,000 customers located in every state in the U.S. and process more than \$214 billion in credit and debit card sales volume.

Wells Fargo Merchant Services supports the following Payment Networks and PIN-based debit networks:

Payment Networks and gift card providers	
Visa, all including Check Cards	Discover® Network
MasterCard®, all including Check Cards	JCB (Japanese Credit Bureau)
American Express	
PIN-based networks	
ACCEL (Northwest)	NYCE (Northeast, Mid-Atlantic, Midwest)
AFFN (National)	Pulse (Southwest)
Alaska Option (Alaska)	Shazam (Iowa)
Credit Union 24 (CU24) (Northeast)	StarWest (Star)
Interlink (National, West)	StarEast (Honor)
Jeanie (Midwest)	Star Northeast (MAC)
Maestro (National)	

Wells Fargo Merchant Services offers a number of advantages, including:

- Single processor solution for credit card, debit card, and check processing
- Multi and foreign currency processing for Card Not Present and Internet transactions
- Reliable network with redundant, geographically diverse processing centers designed for uninterrupted service
- Extensive and flexible electronic reporting

Wells Fargo Merchant Services RFP response conditions

The information contained herein, for Wells Fargo Merchant Services, LLC, is intended for informational purposes only and is not a binding response to the Clerk's request for proposal for banking services. Should the Clerk be interested in merchant processing solutions offered by Wells Fargo Merchant Services, any exceptions will be noted at that time and a separate but mutually agreed upon contract will need to be negotiated.

We are including a copy of our Program Guide, which we request to become the final contract, or have incorporated into the final agreement, between the Clerk and Wells Fargo Merchant Services, should you choose us as your merchant services provider.

Wells Fargo Merchant Services Program Guide:

www.wellsfargo.com/downloads/pdf/biz/merchant/program_guide.pdf

R. Miscellaneous banking requirements

All proposals must acknowledge if the financial institution can comply with each of the following requirements:

- 1. The Clerk's Office requires maximum anti-fraud protection on all BOCC, COCC and SOE accounts. Please indicate account protections and enhancements available to complement positive pay in ensuring that fraud does not impact the Clerk's bank accounts. Any related pricing should be included on Exhibit A.**

Wells Fargo can comply to this requirement. We offer multiple fraud protection services for your accounts.

Positive Pay service

Positive pay is a fraud detection service for check disbursements. Positive pay helps to protect you against the encashment of lost, stolen, and counterfeit checks. Please refer to our response under Section C. Electronic cash management, question #5 for details on this service.

Payment authorization services

Our payment authorization services help prevent unauthorized transactions by placing dollar limits on specific transactions and by preventing the encashment of checks by individuals at the teller line.

The Clerk can elect to place the dollar limit controls defined below on your accounts as fraud protection measures.

Maximum over-the-counter amount*

You can establish the maximum dollar amount on non-check over-the-counter activity at Wells Fargo stores (such as a change order request or a gift card purchase).

Positive pay is a fraud detection service for check disbursements. Positive pay helps to protect you against the encashment of lost, stolen, and counterfeit checks, and can be used in conjunction with full or partial account reconciliation.

Maximum check amount[†]

You can establish the maximum dollar amount (of up to 10 digits) authorized for any checks drawn against your account. Although the check will post to your account, Wells Fargo will reverse and return any checks over that amount to the depositor or endorser marked "return to maker."

Maximum check cashing amount[†]

You can determine the maximum dollar amount that can be paid in cash at Wells Fargo stores. If the payee presents a check over that dollar amount, the teller will not cash the check, but can accept the check as a deposit to the payee's Wells Fargo account.

Checks to individuals[†]

You can prevent checks made payable to individuals from being cashed at Wells Fargo stores. If the individual presents a check to a teller for cash, the teller will not cash the check, but can accept the check as a deposit to the payee's Wells Fargo account.

*Available if the account has positive pay.

†Not available if the account has positive pay.

ACH Fraud Filter service

This service protects your accounts against unauthorized ACH transactions. Please refer to our response under Section C. Electronic cash management, question #5 for details on this service.

- 2. All checks deposited to a BOCC, COCC or SOE account that are returned due to insufficient, unavailable or uncollected funds shall be re-deposited a second time as a standard procedure, without charge.**

Wells Fargo can comply to this requirement.

- 3. The Clerk can establish additional accounts at any time utilizing the same fee structure as agreed upon during the contract period.**

Wells Fargo can comply to this requirement.

- 4. All banking supplies will be provided free of charge i.e. deposit tickets, deposit stamps and deposit bags. All banking supplies shall be provided prior to contract commencement.**

Wells Fargo agrees to provide the Clerk with initial banking supply orders free of charge as part of the \$10,000 credit mentioned in our cover letter.

Subsequent supplies can be ordered through Wells Fargo and applied to your account analysis, or you can purchase them from your own supplier.

- 5. All debit and credit memorandums used to adjust deposit errors on any BOCC, COCC or SOE account will be available online daily, with suitable backup, to the Clerk's Finance and Accounting Department. No debit and credit memoranda required to adjust errors caused by the bank will be charged to the Clerk.**

Wells Fargo can comply to this requirement.

- 6. The bank must honor all over the counter checks drawn on any BOCC, COCC or SOE as they are presented. Prior to refusing payment on any BOCC, COCC or SOE account the financial institution agrees to contact the Clerk's Finance and Accounting Department.**

Wells Fargo will comply to this requirement to the best of our ability.

- 7. The bank will treat all BOCC, COCC or SOE checks that are four months or older (from date of issuance) as stale dated and deem them non-negotiable.**

Our stale date option is available with our full ARP service or with all of our positive pay services. During the implementation process, you will specify a stale-date period that ranges anywhere from one to 99 months.

Perfect Presentment positive pay service

With our same day *Perfect Presentment* positive pay service, we identify all stale-dated checks before they post to your account. During implementation, you will choose whether you want us to include your stale-dated checks with your positive pay exceptions.

Included with exceptions

If you choose to include a stale-dated check as an exception, we will present them to you through online image positive pay. You can then make a pay or return decision.

If returned

A stale-dated check that you choose to return will not be reflected on your reconciliation, but will remain as an outstanding check. To remove the outstanding issue record, you will send a "cancel" record to the bank.

If paid

A stale-dated check that you choose to pay will be listed as a paid item on your reconciliation.

Not included with exceptions

If you choose not to include stale-dated checks as exceptions, we will automatically return them. They will not appear on your reconciliation and will remain as outstanding checks.

Next day Positive Pay service

With our Positive Pay service, stale-dated checks will post to your account. During the implementation process, you will choose whether you want us to include your stale-dated checks with your positive pay exceptions.

Included with exceptions

If you choose to include a stale-dated check as an exception, we will present it to you through online image positive pay. You can then make a pay or return decision.

If returned

A stale-dated check that you choose to return will be reflected on your reconciliation as “REV/CK” and as an outstanding check. To remove the outstanding issue record, you will send a “cancel” record to the bank.

If paid

A stale-dated check that you choose to pay will be listed as a paid item on your reconciliation.

Not included with exceptions

If you choose not to include stale-dated checks as exceptions, we will automatically reverse paid transactions and return the checks the following day. These checks will be reflected on your reconciliation as “REV/CK” and as an outstanding check. To remove the outstanding issue record, you will send a “cancel” record to the bank.

Stale date retention

As long as we have an issue record on file and you have enrolled in the stale date option, all checks on the account are subject to stale date review. If you cancel the original issue record for a stale-dated item, the check is not subject to stale date review, but instead is a positive pay exception presented to you for decisioning.

The decision on how long an item should remain as a valid issue is one the Clerk should determine based on your business model. (Some customers may choose to cancel the issue record at the time the check is considered stale-dated, yet others may choose to wait until the funds are escheated.)

If the Clerk elects not to take advantage of our stale date option, we handle stale-dated items as described in the following excerpt from our Commercial Account Agreement.

Dates and special instructions on paper items

Bank may, without inquiry or liability, pay one of Company’s Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., “Void after thirty (30) days,” “Paid-In-Full,” or “Void over \$100”); (ii) the Paper Item is stale-dated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated.

8. The bank will provide Magnetic Ink Character Recognition (MICR) check specifications to the check printer.

Wells Fargo can comply to this requirement. We will provide the Clerk with our MICR specification upon request.

9. **The bank will annually provide the Clerk's Office a list of all accounts at the bank using the BOCC, COCC and SOE's respective Federal Identification Numbers as part of the Qualified Public Depositor Report filing process.**

Wells Fargo can comply to this requirement.

10. **Please provide the bank's automated teller machine agreement, including relevant specifications and requirements, if any, for review.**

Please refer to Appendix Tab G for ATM information.

11. **Please include separate pricing for armored courier service to be provided through the bank so that it can be compared to the Clerk's current arrangement for courier services.**

Wells Fargo does not currently provide armored courier service to our customers. Therefore, we are unable to find better pricing than what the Clerk is already contracting.

S. Disaster recovery plan

In the event of a disaster the availability of information reporting, wire transfers, ACH and payroll services are critical for the emergency operations of the BOCC, COCC and SOE. Please describe your institution's disaster recovery plan and how that plan relates to the continuing operation of the BOCC, COCC and the SOE in a disaster situation. Some specifics follow:

1. **What is your process of client notification when a disaster situation arises?**

Notification

A member of your relationship team will notify the Clerk in the event a disaster situation results in a shift in processing sites or locations.

Disaster recovery plan

Wells Fargo has remained a beacon of trust and security since 1852. We have a business continuity plan that consists of multiple recovery strategies for each core line of business, function, product, and service. If a disaster or emergency occurs, every attempt is made to restore and maintain normal service levels as soon as possible.

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disasters or emergencies, including earthquakes, fires, floods, and pandemic disease. Although components of our business continuity plan may vary based on the nature of an event, we have identified four main areas that are most commonly affected, and provide our general approach to each below.

Systems

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted application(s).

Telecommunications and power

Wells Fargo works with multiple telecommunications and power companies to create a redundant network to minimize the likelihood of an outage. If an outage occurs, however, we take reasonable action to implement manual alternatives.

Operations facilities

If a disaster occurs at one of our primary operations centers, we use alternate geographically dispersed processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions.

Transportation

If air or ground transportation is temporarily unavailable, we take reasonable action to use alternative methods, given available transportation options.

2. How quickly does the bank expect to resume normal operations following a disaster?

Our primary goal is to restore and maintain normal service levels as soon as possible.

3. In the event of an impending emergency the BOCC, COCC and SOE may need to withdraw certain amounts of cash from their respective accounts. Describe the procedures required for the bank to accommodate transactions of this type. In addition, the Clerk's Office will require that the bank have available cash amounts of \$1,000,000, \$100,000 and \$25,000, respectively, for the agencies.

Emergency/Special cash orders

Wells Fargo can comply with this request. Emergency cash orders are handled on a case by case basis. We request that the Clerk provide us with 48-hour notice for cash requests in these amounts when possible. However, in special cases or emergency situations, same day cash orders can be placed and released as early as 1:00 p.m. ET, with a minimum two hour notice. Please note, while the Miami cash vault can prepare a cash order within this time frame, in an emergency situation, the Clerk would be responsible for coordinating the pickup and delivery with your contracted armored car service.

4. Your financial institution must accept emergency pay files at times outside the normal bi-weekly schedule.

We accept files for processing 24 hours a day, 7 days a week. We have four processing windows in which we send originated files to the ACH operator. These windows are between the hours of 9:00 a.m. ET and 11:00 p.m. ET.

Additionally, you can schedule future dated transactions up to 45 days before the settlement date. We automatically release the file on the specified date, generally one or two days prior to settlement.

T. Available technologies

The Clerk desires to leverage technology in order to provide safe and effective banking services for public dollars. The Clerk is interested in the proposer's solutions regarding technological advances including, but not limited to:

1. Point of service transaction processing

Wells Fargo Merchant Services can support your varying payment processing needs and system configurations through a variety of solutions:

- Purchase, rental, or lease options for credit card terminals and PIN Pads
- Web-based payment gateway solutions for processing payments through a virtual terminal or eCommerce processing services
- Interface with certified third party point-of-sale (POS) Value Added Resellers (VAR) for integrated payment solutions in multi-channel payment environments (Card Present and Card Not Present POS systems, Inter-Active Voice Response Systems (IVR), and Internet Gateways for eCommerce processing)

Emerging payment technologies

As a leading merchant acquirer, our philosophy is to support the needs of our customers to accept a variety of payment types from consumers. We focus on the types of payments that are getting traction in the marketplace and only enable payments when we are confident that they are safe for our merchants and offer genuine value.

Wells Fargo is actively involved in researching and analyzing mobile technologies within the payment space. We have identified a mobile strategy and are pursuing innovations and technologies to offer our customers, like you, a solution to fit their needs.

Wells Fargo Mobile Merchant

Mobile Merchant is an easy and convenient way to accept card payments on your Android, IOS smartphone, or tablet. Capabilities of this solution will continue to evolve.

Benefits

- Grow your business by expanding how and where you can accept payments from your customers
- Real-time, card present/swiped transactions may lower the cost of card acceptance

- Simple to use card reader and mobile app provide your customers with a quick and easy transaction
- Save time and reduce paperwork by spending less time making deposits and generating receipts

Features

- Lightweight, compact design easily attaches to your existing smartphone or tablet
- Mobile Merchant smartphone and tablet apps are available at no additional cost
- Protects your customers' data by encrypting cardholder data before it arrives in your phone to minimize risk
- Supports swiped or keyed card present and cash transactions
- In-app reporting available
- Customer support 24 hours a day, 7 days a week

EMV processing

We can support EMV processing and have specific equipment capable of processing EMV transactions.

As a consultant and a partner, we'd work with you and your Participants to understand the EMV standards and also to help you convert your point-of-sale equipment by October 1, 2015; when the major card payment networks (Visa, MasterCard, American Express, and Discover) plan to shift liability for certain fraudulent transactions to the merchant.

2. Payroll cards

As an alternative to issuing checks, the Clerk can pay your employees electronically by crediting funds to a payroll card. You can choose from reloadable payroll cards for recurring disbursements and non-reloadable payroll cards for termination pay or instant funding needs.

In partnership with MasterCard IPS, we offer a MasterCard-branded debit card that cardholders can use to withdraw funds from more than 12,000 Wells Fargo ATMs. They can also obtain cash from more than two million non-Wells Fargo ATMs¹ (and other locations) worldwide that accept MasterCard.

Cardholders can also make over-the-counter (teller) withdrawals at nearly 6,200 Wells Fargo branch locations or any MasterCard-member bank.

¹Fees may apply.

How it works

Enrollment

Reloadable

We will provide you with enrollment forms for your employees to complete during implementation. You'll then enter the information from the forms into our payroll card website. You can do this individually or in a batch with our Excel upload option. The enrollment forms must also be faxed or emailed to Wells Fargo within 24 hours.

Alternatively, you can direct your employees to our enrollment site to self-enroll.² This eliminates the need to fax or email the enrollment forms to us.

When a new cardholder is created in our system, a pseudo account number is assigned. The Clerk will use this number to fund a card by ACH.

Each cardholder must provide the following information:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Any other information that may be used to verify his or her identity

Non-reloadable

Cardholder enrollment is not required; however, you will need to provide the following information for each cardholder:

- Name
- Physical residential address
- Date of birth

² The Clerk must choose the online enrollment option during implementation.

Card ordering

Reloadable

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

To accommodate employees hired too close to payday for you to order permanent cards, we offer an instant issue service: You'll maintain a stock of cards to give to employees immediately. (An enrollment form is required for instant issue cards, as they are assigned to specific employees.)

Reloadable instant issue

During implementation, you will order an inventory of cards to have on hand. You will also set a threshold amount for automatic reordering of cards.

Before you hand out an instant issue card, sign on to the online site, select the instant issue card option, and complete the required fields. The Clerk must provide cardholder information and disclosures at the time of instant issue before funding can occur.

Non-reloadable

During implementation, you will order an inventory of cards to have on hand for one-time payroll needs.

Before you hand out a non-reloadable payroll card, you will sign on to the online site, select the appropriate card option, and provide the required information for each cardholder.

Card funding

Reloadable

Each payroll period, you'll fund payroll cards electronically (using the pseudo account) as part of your regular direct deposit transmission.

You can fund instant issue cards by ACH or you can use our online instant funding option, where we will debit your Wells Fargo account on file (set up during implementation) and immediately fund the card.

Non-reloadable

You will fund non-reloadable cards using our online instant funding process, where we debit your Wells Fargo account on file and immediately fund the card.

Reporting

The Clerk

We offer standard payroll card and ACH reports as part of our payroll card service.

Paycard report	Description
Funding	Displays funding activity during the search parameters you select; it includes the funding amount and the cardholder name.
Direct Deposit	This daily downloadable report lists all new direct deposit accounts (pseudo DDAs) that we have assigned to the Clerk's cardholders.
ACH report	Online
ACH Customer Activity	Previous day report that contains all ACH activity on your account, including settlement information, adjustment detail, and a summary of your return activity by account.
ACH Return/NOC	Intraday report that offers detailed information by ACH company ID for all ACH returns.
ACH Origination	Intraday report that includes summary information by ACH company ID for ACH files submitted for processing, detail on rejected or accepted, file confirmations, pre-

Paycard report	Description
	edit rejects, and end-of-day rejects.

Cardholder

Cardholders can review their transactions almost immediately; activities and balances are updated in real time and are accessible through multiple channels.

Channel	Description
Mail	Cardholders can request to receive monthly paper statements that include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
Automated IVR	Cardholders can check their balances and transaction history by calling a toll-free number.
Internet	Cardholders can view balances, transactions, history, and monthly statements online at the cardholder customer service website. Statements include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
Customer service	Cardholders can check balances and transaction history by speaking with a customer service representative.*
ATM	Cardholders can check card balances at any ATM displaying the logo on the back of their card.

*There is a charge if you contact customer service more than once per month; we recommend you use a different option.

3. Smart Safe technology, or equivalent electronic deposit management

Our SafeVantage® service provides daily business day credits to the Clerk’s bank accounts without daily armored pickup, which may accelerate the cash flow improving access to working capital. Wells Fargo offers the service in partnership with three strategic partners – Brinks, Loomis, and Garda. By using a smart safe, you can: increase employee efficiency and productivity, improve accuracy, and improve operational and employee safety.

In each of your locations, a safe equipped with bill validating and counterfeit detection technology is installed. Your employees will simply insert stacks of currency into the bill validators. The safe counts the cash, examines the bills, and rejects any suspected of being counterfeit. It also tracks deposits by employee ID. The safe prepares your deposits and reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank. You can view transaction information through standard Wells Fargo reporting channels.

The safe holds your cash until it is picked up and delivered safely to the cash vault. Depending on your safe capacity and cash volume, you may be able to reduce the number of courier pick-ups you need per week. In addition to currency deposits, the safe accepts two other types of deposits: Manual – used for unfit and rejected bills as well as occasional checks or travelers' checks, and change order – used to offset change orders you place.

Location reporting at the end of a shift or end of day takes seconds. When you close out a safe, a report prints automatically that shows the deposit amount by employee, the end of shift total, and the end of day total. To simplify reconciliation, we identify each type of deposit – currency, manual, and change order – by a different description on your reporting services.

4. Interactive Voice Response technology, or equivalent

Our *Wells Fargo Payment Gateway* service can be integrated to work with any application that supports web services. Many third parties, such as shopping carts, cashiering, and Interactive Voice Response (IVR) applications already have interfaces compatible with the *Wells Fargo Payment Gateway* service's core technical specifications. IVR can either be integrated into the Clerk's existing IVR, or we can recommend IVR Technologies.

5. Image Replacement Documents

Available through the *CEO* Returned Item Image service within the *CEO* portal, our Returned Items Decisioning service allows the Clerk to see your returned item images on the same day that they are received at the Wells Fargo Returned Item processing center. Images are loaded hourly between 9:00 a.m. to 3:00 p.m. ET. You can view your items and change the default decision until 7:30 p.m. ET. The default decision is determined during implementation. For example, NSF items under \$300 can be changed to chargeback instead of redeposit. All decisions are immediately reflected in your Intraday Returned Item Detail Report available through the *CEO* portal.

6. Security enhancements

Wells Fargo network architecture incorporates a DMZ and uses proxy-based firewalls to separate web, application, and database servers. Firewalls prevent unauthorized packets from entering the Wells Fargo secure network without proper credentials.

We also use host- and network-based intrusion detection devices across the network. Data transmissions must be sent or received over standard data transmission protocols that are designed to protect the integrity and confidentiality of the data being transferred.

FFIEC Authentication Guidelines compliance

Over the years, we have modified our security activities in response to the changing online environment and to our customers' needs. We comply with the FFIEC (Federal Financial Institutions Examination Council) Authentication Guidelines. Wells Fargo has conducted an extensive risk assessment on all electronic banking and automated phone banking systems and we continue to implement electronic safeguards.

Our two major objectives in selecting the right electronic safeguards are:

- Protecting our customers' information and assets
- Minimizing customer impact while providing multiple layers of protection wherever customer transactions call for added security

We also educate customers like the Clerk to help all users learn their roles in protecting their online identities.

Electronic safeguards

The security of your assets is a top priority, and we're committed to helping you protect your account information. As online fraud becomes more sophisticated, so does our approach to security, and so does the investment we make in advanced security tools.

Protection

Wells Fargo has developed a layered security approach to combat fraud, which includes requiring two-factor authentication for all high-risk functions such as money movement and user administration.

To strengthen your control of crucial information and help safeguard your data, we build security features into all of our products and services. For example, we monitor payments and will not release them if they include previously confirmed fraudulent beneficiary information.

Detection

We have several controls in place for detecting suspicious online activity and fraud. Many of these methods are undetectable by both the users of our portals and by the fraudsters themselves.

Our fraud teams look for out-of-pattern behavior and other suspicious activities occurring at the time of login or at transaction submission, including transactions that exceed established payment limits.

We work closely with anti-phishing and anti-trojan vendors, and actively share fraud forensic data within the industry. We also collaborate with law enforcement agencies to share intelligence and investigate fraud incidents that could affect our customers.

Please include all related pricing on Exhibit A "Pricing Proposal Form". If technologies are not currently available provide estimated availability schedule.

Acknowledged. All pricing is included on Exhibit A in the Pricing Response.

II. Pricing proposal form

Use of the "Pricing Proposal Form", Exhibit A, or a copy thereof is required of all proposers. No proposal will be considered without amounts being placed on this form. If the bank is unable to meet or exceed the requirements specified, the phrase "No Proposal" should be entered for that particular item. The Clerk reserves the right to eliminate any individual service contained in the bid, if based on analysis the fees for providing the service are excessive, or if the service proposed, can be performed in an alternative manner. Each bank should review the proposal form and price each service specified. Per item charges should be extended to the "Monthly Charges" column. The total of this column will be entered on the line "Total Proposed."

Acknowledged. Please refer to the Pricing Response for the completed Exhibit A.

As previously discussed, it is the desire of the Clerk to utilize electronic banking for the majority of services. If there is an additional charge for this or any other service, please outline that charge in the appropriate place on the form.

Acknowledged. Please refer to the Pricing Response for the completed Exhibit A.

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III. Wells Fargo At Work

Wells Fargo is pleased to offer the Clerk our Wells Fargo At WorkSM program. This employee benefits program is available exclusively for business customers of Wells Fargo at no cost to the Clerk.

Our program provides a wide-array of financial offers, including preferred benefits and discounts on a variety of deposit, credit, mortgage, and other services. Educational seminars and tools are also available to support the financial well-being of your employees.

Your contact for our *Wells Fargo At Work* program is Diane Colon, Senior Relationship Manager 239-277-3256.

For the Clerk

Offered at no cost to the Clerk, the *Wells Fargo At Work* program benefits you by:

- Enhancing your benefit program, providing an additional recruitment and retention tool
- Encouraging employee direct deposit, which can make payroll easier and less costly
- Supporting you with customized marketing support, including brochures, flyers, payroll stuffers, and more

Your dedicated *Wells Fargo At Work* relationship manager helps implement the program, and serves as a single point of contact for the Clerk and your employees (where available).

For your employees

The *Wells Fargo At Work* program offers a valuable package¹ of accounts and services designed to fit your employees' financial needs, including (but not limited to):

- An interest-earning checking account² with many ways to avoid the monthly service fee – including direct deposit of their salaries³
- Discounts on personal check orders
- No-fee cashier's checks and personal money orders
- Benefits on mortgages⁴, loans, and lines of credit⁵
- A free thank you gift of their choice after closing a qualified home purchase or refinance loan⁶
- Transfer fee discounts on Wells Fargo ExpressSend[®] service⁷
- Free access to Wells Fargo Online[®] with Bill Pay
- Convenient access to other Wells Fargo banking accounts and services, including Wells Fargo Insurance for auto, home, life, and renters insurance, along with identity theft protection plans*
- Convenient 24 hours a day, 7 days a week access to their money – wherever they work or live – through nearly 6,200 banking locations and more than 12,000 Wells Fargo ATMs nationwide, plus Wells Fargo Phone BankSM and Wells Fargo Mobile[®] Banking⁸

Financial education

Hands on Banking® (handsonbanking.org) is an interactive website with smart account management tools and expert guidance that gives your employees the knowledge and skills to manage their money to its best advantage.

Online money management tools help them track spending, create a budget, establish savings goals, and monitor their progress. They can also attend complimentary on-site financial seminars conducted by Wells Fargo on various topics including savings, credit, identity theft, and more (where available and with the Clerk permission).

Employee banking packages legal disclaimer

1. The *Wells Fargo At Work* packages consist of a qualifying checking account plus three additional qualifying linked accounts or services.
2. Interest earned on the entire daily collected balance on days that the balance is \$500 or more.
3. Account must meet both account-level and package-level requirements to have the monthly service fee waived. A qualifying direct deposit is a direct deposit of your salary, pension, Social Security, or other regular monthly income electronically deposited to your Wells Fargo checking account by your employer or an outside agency. Transfers from one account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit. The amount of a qualifying direct deposit may vary by region. Talk to a banker for more details.
4. Home loans are subject to credit qualification and are originated by Wells Fargo Home Mortgage®, a division of Wells Fargo Bank, N.A. Products are not available in all states and are subject to change without notice. You cannot combine these promotions or discounts with other Wells Fargo promotions or discounts.
5. All loans and lines of credit are subject to credit approval, verification, and collateral evaluation. Products are not available in all states. Certain restrictions apply. Programs, rates, terms, and conditions are subject to change without notice. Home equity loans and lines of credit are available through Wells Fargo Home Equity Group, a division of Wells Fargo Bank, N.A.
6. To be eligible for this promotion, you must close on a new purchase or refinance loan secured by a first mortgage or deed of trust through a *Wells Fargo Home Mortgage* eligible program, subject to availability. This promotion cannot be combined with the benefits of The Relocation Mortgage Program®, Wells Fargo Three-Step Refinance System®, or any other program or promotion. Not available on assumption or modification loans, loans originated through brokers, joint ventures or other third parties, home equity loans, or home equity lines of credit. This promotion is subject to change, or may be withdrawn at any time without notice, and is administered by a third-party vendor, not affiliated with *Wells Fargo Home Mortgage*. A gift list can be obtained by calling 800-875-0190 and referencing promotion code GIFTSELECT. Once redeemed, the gift promotion may be reported to the IRS on a Form 1099-MISC. Please consult your tax advisor regarding your individual tax implications. Contact your home mortgage consultant for additional details, including current availability, terms, and conditions.
7. Talk to a banker today for more details on the discounts and qualification requirements.
8. Message and data rates may apply.

*Investment, insurance, and identity theft protection plan products:
• NOT FDIC Insured • NO Bank Guarantee • MAY Lose Value

*Wells Fargo Insurance, Inc. is a licensed agency that represents – and is compensated by – the insurer based on the amount of insurance sold.

*Identity theft protection plans are offered by Wells Fargo Bank.

The information contained is subject to change. Certain products may not be available in all states.

Please see the applicable account agreements for the current terms and conditions.

Deposit and credit products offered by Wells Fargo Bank, N.A. Member FDIC. NMLSR ID 399801

IV. Additional recommended services

For the Clerk's consideration, we recommend the following services that may enhance your banking process and would be beneficial for your organization.

Business process review

Wells Fargo would like to offer the Clerk, free of charge, our Business Process Review service to explore alternative approaches for: account structure configuration, liquidity and investment opportunities, payables and receivables processing. Wells Fargo will work with the Clerk throughout the life of the contract to identify opportunities to continuously improve your processing across each entity's footprint. The Business Process Review service provides:

- **Detailed, on-site discovery.** The Business Process Review examines your current systems, work flows, financial controls, and staff assignments. Our powerful discovery process takes place at your facility as we observe firsthand your existing processes — without disrupting your daily operations.
- **Customized focus.** The Business Process Review team can examine any part of your treasury operations such as collections, disbursements, cash management, or risk mitigation. You gain valuable external perspectives and deeper visibility into the day-to-day details.
- **Improved return on your technology investment.** Direct interaction helps us consult with your staff to get the most from your current technology. We also share your enhancement requests with our developers as they plan new functionality.
- **Proven solutions and best practices.** The Business Process Review helps you identify opportunities to improve work flow, increase efficiency, and use technology more effectively in your financial operations. Frontline staff and leadership gain valuable external perspectives, access industry best practices, and benefit from examples of proven technology solutions.
- **Actionable recommendations.** Our comprehensive analysis illustrates short- and long-term strategies and solutions tailored specifically to your business.
- **Analysis when you need it most.** The Business Process Review can be especially valuable to support organizational changes, such as migrating from paper to electronic processes for more streamlined and sustainable operations, implementing an ERP system, handling mergers and acquisitions, or supporting changes in financial leadership.
- **Foundation for a successful relationship.** By learning your business inside and out, Wells Fargo treasury management consultants can help your organization optimize treasury operations for today — and the future.

Desktop Deposit service

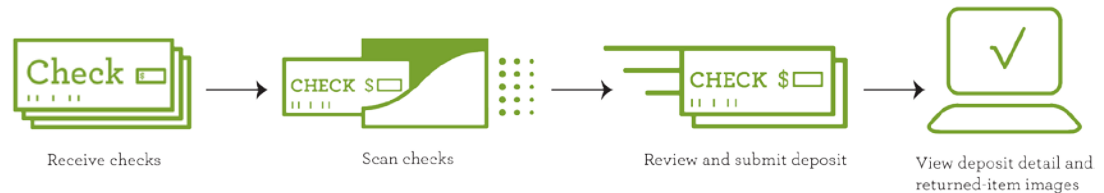
You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 10:00 p.m. ET for same-day ledger credit means faster notice of returned items.

You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can consolidate banking relationships, save money on account maintenance fees, and reduce the time spent reconciling multiple bank accounts.

How it works

You scan checks for deposit by using a check scanner and a computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to Wells Fargo; you'll receive an immediate confirmation.

The following diagram shows the remote deposit process flow.



If you are enrolled in our Event Messaging service, we will send authorized users a deposit confirmation notice by email, text, or fax.

Features

Image access

As you scan checks, we capture their images and store them on Wells Fargo servers.

Check images are immediately available online through our remote deposit service for 90 days; these same images are also available online through our Stops-Images-Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks you receive; this lets you search for checks using your own criteria and makes it easy to upload data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Reporting

You can generate the following reports through our remote deposit service:

Deposit report

Contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. This report is available in HTML, PDF, CSV, and Excel formats.*

Deposit Report with Item Details

Contains general deposit information and item details for each deposit completed within the past 90 days. This report is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.

*CSV and Excel formats contain keyed discretionary data.

Express Report with All Item Images

Displays a “quick” version of the Deposit Report with Item Details. This report is available in PDF format and contains detail information and images for each item deposited (up to 1,000 items), and maintains a 90-day history. You can select the number of images (up to eight per page) that you would like to see.

If you are interested in receiving an electronic file for posting your receivables, we offer a deposit detail transmission that can include data you manually keyed or that was automatically picked up from your remittance coupons in addition to check MICR detail.

Remittance capture

Standard-sized payment coupons or full-page invoices can be scanned with checks and organized by transaction. You can search for all items within a related transaction quickly and easily.

Before submitting a deposit to Wells Fargo, you can sub-balance individual transactions within the deposit to ensure that the accounts receivable totals match the deposit totals.

Remittance images are immediately available online through our remote deposit service for 90 days.

ACH check conversion

You can lower processing costs by coupling our remote deposit service with our check conversion service. After we receive your deposit, our system automatically converts eligible checks to ACH debits. Please note that certain notification rules and regulations apply.

User access

The Clerk’s designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user's access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This simplifies balancing when you have checks for multiple entities in the same deposit.

Mobile deposit

You can capture check images and deposit funds to your Wells Fargo account with the camera of an iPhone or iPad¹, or an Android². Mobile users, such as on-the-road personnel, can accept customer checks and deposit³ them immediately.

¹Requires an iPhone or iPad, running iOS version 5.1 or above.

²Requires an Android OS 4.0 or higher when downloaded from Google Play (as of May 27, 2014).

³One check per deposit.

Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are immediately available to you when you access the system.

Quality control

Before submitting a deposit, the Clerk will perform a review of the scanned items. You'll view the items and make any corrections (such as rescan images, enter missing data, and verify item amounts) needed to balance the deposit.

After successfully completing the review process, you submit the deposit to Wells Fargo. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

While image quality exceptions are rare (accounting for less than 1% of all items we process), we do have a process for handling them. If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

Wells Fargo Electronic Deposit service

With our image cash letter service, the Wells Fargo Electronic DepositSM, service you can deposit checks electronically directly from your place of business and convert check payments to invested funds more quickly.

You (or a third party processor on your behalf) transmit a deposit file that includes MICR-line data and digital images of domestic checks to Wells Fargo, using a variation of the X9.37 format.

You can submit one or more deposit files each day; each can contain one or more cash letters. Each cash letter can include up to 9,750 items that are divided into bundles of 300 or fewer items for reconciliation and control purposes.

Cash letters can include one deposit or multiple deposits for multiple accounts. A deposit can span one or more bundles; a bundle can also contain multiple smaller deposits.

Each incoming electronic check and credit item is assigned a unique item sequence number (ISN) for tracing. We retain and archive the images you transmit for use in research and adjustments, and for legal and compliance purposes. You can also view these images through our online reporting service.

How it works

The following shows the general workflow of our image cash letter service.



Requirements

The requirements for using our cash letter service to create files, maintain processes, and safeguard checks are defined below.

General

You must be able to:

- Scan eligible checks to accurately capture all MICR line data
- Capture and store check images and MICR data according to generally accepted industry standards
- Create deposit records for the total of checks transmitted and send a balanced file
- Format the file according to the specifications Wells Fargo provides during implementation
- Transmit a file securely through one of our transmission options

Operational requirements

You will need to:

- Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file
- Maintain and operate equipment to ensure ongoing image and MICR data quality so that checks can be collected electronically or converted into substitute checks

Check retention

You must:

- Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate entry into the payment processing stream
- Retrieve individual original items during the retention period in the case of an exception item that must be collected as an original

*Consult your legal depart to determine the timeframe that is best for the Clerk.

E-Bill Express

Wells Fargo E-Bill Express service offers the convenience of a secure, environmentally friendly electronic bill presentment and payment option that helps you streamline receivables, reduce expenses, and improve cash flow. Our E-Bill Express service gives you a quick and cost-effective online bill presentment and payment service that's easy to implement and branded to your identity. The E-Bill Express service works with your existing systems and accepts multiple payment types — including one-time and recurring payments remitted by credit card or ACH, either online or by telephone.

E-Bill Express offers:

Efficient handling of receivables

E-Bill Express offers online presentment of your bills, invoices, or statements in either HTML or PDF formats, providing ease-of-use and convenience for your customers. It streamlines posting and reconciliation by delivering a detailed remittance file that includes all payment transactions and uploads directly to your ERP or financial system.

An easy-to-install, turnkey solution

As a web-based solution, there is no expensive hardware or software investment required, and no web page development from your IT resources. Your customers can complete their entire bill-pay transaction 24 hours a day, through an easy-to-use, secure website that bears your corporate brand.

Configurations that suit your business needs

Choose the options such as payment channels, payment types, presentment options, telephone payments, and enrolled or one-time payments.

Your customers can choose to pay with credit or debit card, or ACH through the secure website or telephone customer service channel, or you can offer Integrated Voice Response (IVR) as a payment channel. E-Bill Express also offers email notification to view and pay new bills, and it sends email payment confirmation. Enrolled users can also view their online payment history.

E-Box service

Online bill payments are a convenient, simple, and paperless way for your customers to pay you, but incomplete or inaccurate remittance details create exceptions. The multi-step validation and handling features of our *E-Box* service help minimize exceptions while maximizing your straight through processing rate.

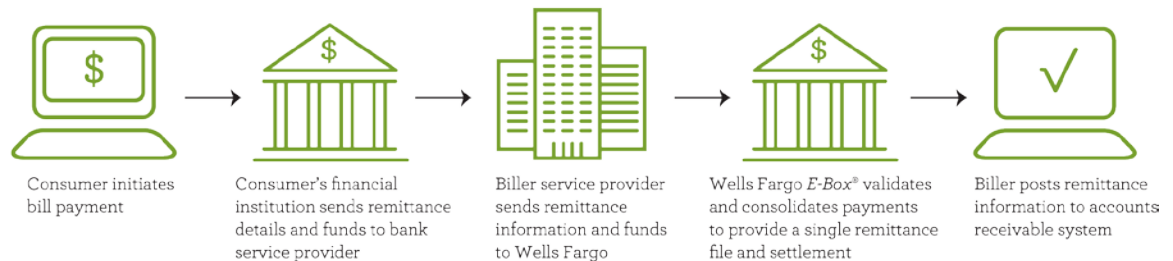
You can post payments automatically. We'll merge your customer's online bill payment data, apply additional data transformations, and generate a consolidated data file that is compatible with your accounts receivable system.

Our service accepts payments from many bill service providers, as well as from consumer credit counseling centers and walk-in bill payment providers.

How it works

When you sign up, we'll notify the online service providers in our network* that you can receive payments through our *E-Box* service. We'll consolidate your payments and post a single ACH credit to your account.

*We connect to all major originating endpoints and an extensive network of third-party originators.



Multi-step validation

To improve the quality and standardization of the file you receive, you can instruct us to use one or more validation routines to identify, filter out, and repair invalid payments or other types of exceptions.

Payments that have errors or exceptions will be suspended. You'll then either decision them online (optional) or instruct us to return them to the originator.

The following table shows several examples of the validation routines the Clerk can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure.
Check digit	Uses a mathematical equation to determine if an account number is valid.
Cross-reference database processing	Translates consumer-initiated account

Validation routine	Description
	numbers we receive and corrects the account number prior to validation and processing. This database can correct inaccurate account information your customer enters and can make account number changes that may occur due to a merger, acquisition, or system change.
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide.
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide.

Exception handling

You can manage your electronic payment transactions and perform research using our online exception management service.

Manage payments

Using the decisioning tool, you can:

- Return payments that should not process or should not have processed
- Repair suspended payments with invalid account numbers
- Repair processed payments requiring account number updates for future processing
- Update your cross-reference database with substitute account numbers and generate Notifications of Change (NOCs) to payment originators

Dual control

For additional security, a second person can review and approve all processed and suspended payments prior to completing the decision process.

Research

View and research processed payments and gain access to information for reporting and trend analysis.

Payment history

There is a search feature that lets you locate payments that meet your criteria. You can access 180 calendar days of payments that successfully processed.

Reporting

The Return and Repair report provides a comprehensive accounting of all decisioning activity performed during the past 180 calendar days. Tailor it to show only those payments that meet your search criteria.

You can view, print, and download the report in HTML, PDF, CSV, and Excel formats.

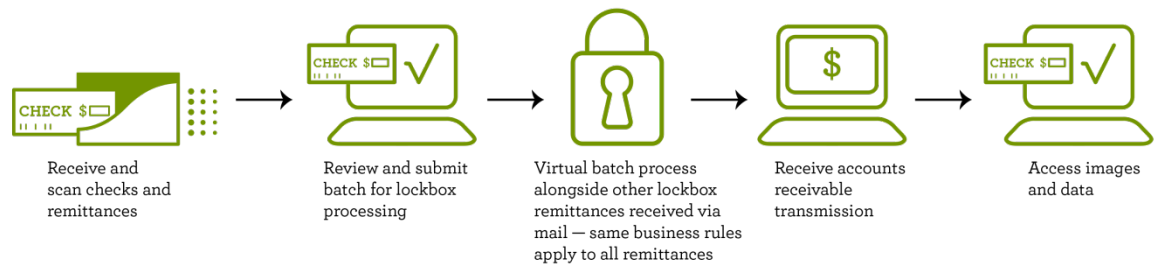
Virtual Lockbox service

Wells Fargo offers a Virtual Lockbox service that works in conjunction with our wholesale lockbox offering. Using an approved scanner, you can scan and submit payments that arrive at your location and we'll integrate them with those we receive in your lockbox.

You'll receive same-day ledger credit for payments we receive prior to your submission deadline that is established during the implementation process. We process transactions we receive after your deadline (including any items we process during the weekend or on a holiday) in the following business day's work.

Your lockbox reports and transmissions will include payments you submit using the Virtual Lockbox service. Images are available for viewing through the same image channel you use for your lockbox.

How Virtual Lockbox works



Data entry capabilities

Each payment you submit undergoes the same lockbox processing currently in use, including data entry, deposit windows, and special instructions.

OCR coupons

While you can scan a payment with an OCR coupon and submit it for processing, we cannot capture the data from the scanline automatically. Instead, we'll manually key the data from the OCR scanline.

Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our Virtual Lockbox service and provide you a single electronic transmission of your remittance detail. The file is in the same format as your current transmission file.

Remittance document imaging

You can scan checks, invoices, coupons, and correspondence (up to 8½" x 11" in size). We store all check and remittance document images – regardless of source – in a convenient, searchable electronic archive.

Perfect Receivables

With our Perfect Receivables® service, you can assign a unique account number for each payment originator or sender. Our service is available for both incoming ACH and wire transactions and offers several benefits to the Clerk.

Reduces payment exceptions and lightens workload

You assign each originator or sender a unique 17-digit Wells Fargo Payment Identification Code. The first four digits of the code identify your account at Wells Fargo; the other 13 are unique to each sender. This code clearly identifies the sender, which gives you an immediate reduction in exceptions and reduces the time you and your employees spend manually tracking exceptions.

Automates your receivables posting process

You will receive one NACHA-formatted file that includes all of your incoming ACH transactions; you can use this file to automatically update your internal system. Each transaction includes the 13-digit remitter number, the dollar amount, and all associated transaction detail.

Provides consolidated settlement

We simplify your reconciliation process by posting to your account consolidated entries that match individual payment detail, and we provide the information you need to match back to specific transactions.

Helps prevent fraud

Your assigned code takes the place of your actual account number and helps keep it from being used for fraudulent activities.

Improves cash flow

The assigned code is specific to each sender, so you can reconcile payments more efficiently and move money into your account more quickly. And you don't have to spend time to correct or adjust for incorrect or incomplete payments.

Commercial card program

One card and one workflow

Our commercial card program offers you unsurpassed ability to streamline expense management and increase process efficiency. You can consolidate any combination of purchasing, travel and entertainment, fleet, and accounts payable spend under one program.

Because your expenses are consolidated, you have access to robust, comprehensive information for smart decision making. You gain significant savings in time, transaction processing costs, and internal resources required to support the program. A single card platform integrates disparate processes and creates a solid foundation for future growth.

You'll have peace of mind knowing you have a partner with the experience and knowledge to make your program successful. Wells Fargo was the first provider to introduce a card program that consolidates small dollar purchases. Today, we are the only leading issuer fully committed to a single-card approach.

Accepted almost everywhere

Wells Fargo is a dual issuer, with both Visa® and MasterCard® available for our commercial card program. With both platforms boasting the highest global acceptance rates – more than 36 million merchants worldwide – your employees can make purchases almost everywhere cards are accepted. We will help you determine which issuer best meets your needs.

Corporate liability: a best practice

In 2012, 71% of organizations used a corporate liability card program, compared to just 56% in 2004.¹ Why are more organizations choosing corporate liability? Simply put, it's because a corporate liability program offers many efficiencies, including:

- Avoiding increases in costs, losses, and risks
- Increasing visibility of spending across the entire organization
- Eliminating unnecessary burdens on employees

Corporate liability is considered a best practice in the card industry, and our program uses this approach.

Multicurrency options

We offer commercial cards denominated in Canadian dollars on the same platform as your U.S. dollar cards. With one issuer, one service center, and one reporting tool, your commercial card program remains consistent across borders.

We also offer cards in euro and British pound sterling currencies with reporting capabilities to your parent company in the United States.

Online program management

For the lowest IT burden and the most flexibility, manage your program through our online expense reporting system, which offers self-administration functionality and modular components. You will not need to install additional hardware or software on your system.

You'll have real-time card management, comprehensive online expense reporting, multiple options for customizing transaction fields, and precise cost allocations. Our system interfaces with many forms of technology for expense reporting. You can upload expense data from the application to most ERP or treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can review and approve transactions, view receipts, input out-of-pocket expenses, and reclassify line items to multiple cost centers. Because the reporting system is entirely online, cardholders can begin reconciliation well before the end of the statement cycle.

The online system is proprietary, developed and maintained by Wells Fargo. Your feedback will be gathered and used to make regular enhancements.

Mobile capabilities

Even if you're away from your desk, you can quickly, easily, and securely handle critical tasks that can't wait until you return. Your cardholders can use smart phones to view balances and available credit and enter out-of-pocket expenses as transactions occur, improving the accuracy of your expense reports. Your program administrator can also change credit limits and view declined transactions as the need arises, saving time and providing greater convenience to cardholders.

Our mobile receipt imaging feature will be available by the end of second quarter. Your cardholders will be able to use their smart phones to capture receipt images and upload them to our image archive. We will also introduce SMS text messages later this year. Cardholders will be able to receive text alerts when a transaction is completed or when they are nearing their card limit.

Manage out-of-pocket expenses

You can track out-of-pocket expenses for your entire organization through our online system. Cardholders and non-cardholders alike can input their out-of-pocket expenses and request reimbursement, creating a one-stop expense reporting experience. Once out-of-pocket expenses are approved, we can process ACH credits directly to employees' bank accounts or create files for you to send to your ACH processor to issue the credits.

Manage receipts online

Cardholders can capture receipt images electronically and submit them to our archive. You can view images of the receipts online along with the cardholder's expense report. This eliminates the need to send and track physical receipts.

Automate the payment of invoices

Like other entities, you may be dealing with budget cuts and the pressure to do more with fewer resources. You can achieve significant time and cost savings by moving more of your expenditures from paper-based processes to our commercial card. Moving a single transaction to your commercial card can save \$74 in processing costs and eliminate nine days cycle time.¹

When you authorize a payment, our accounts payable tool assigns a single-use account number, then sends that number and the transaction details to the appropriate merchant by secure email. An electronic transaction detail file is available so you can close transactions within your back-end applications. Payments can be limited to an exact dollar amount for added control and ease of reconciliation.

To maximize participation from your suppliers, our Supplier Analysis and Onboarding team provides a complete enrollment strategy and performs outreach for you.

Integration with other electronic payment initiatives

Our accounts payable tool for commercial card is also fully integrated into our Payment Manager® service. You can use this service to send us electronic payment files directly from your treasury workstation, ERP, or accounts payable system. You can consolidate multiple different payment types — check, ACH, wire transfer, and commercial card transactions — in a single file. Upon receipt of the file, we separate payments by type and process them accordingly, sending traditional or human-readable remittance information to the payee.

Protect yourself from fraud

Moving more of your spending to commercial cards mitigates your risk of check fraud, which accounts for more than 90% of attempted or actual payment fraud.²

Each card is supported by our sophisticated fraud detection program and \$100,000 in protection against employee misuse of the card. Fraud detection and prevention is one of our top priorities, and we are proud to have attained a commercial card fraud rate that is nearly half the industry average.

Full implementation support

We approach implementation as a partnership. Because we recognize that any process improvement using electronic payments and web-based technology requires a knowledgeable partner, we don't outsource any part of the implementation process. We commit our own full-time resources to lead you through it. Experienced members of our commercial card team guide the design, installation, and rollout of your program.

Dedicated account manager

You have a dedicated account manager who is your primary point of contact for your program and provides you with guidance and support on an ongoing basis. Your account manager meets with you regularly to track program statistics and measure them against key goals.

Support available around the clock

Our Business Purchasing Service Center has locations in San Francisco and Salt Lake City and is available 24 hours a day, 7 days a week to provide day-to-day support to your program administrators and cardholders. The service center is dedicated solely to servicing our commercial card customers.

Notes

¹ RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

² 2009 AFP Payments Fraud Survey.

Payment Manager

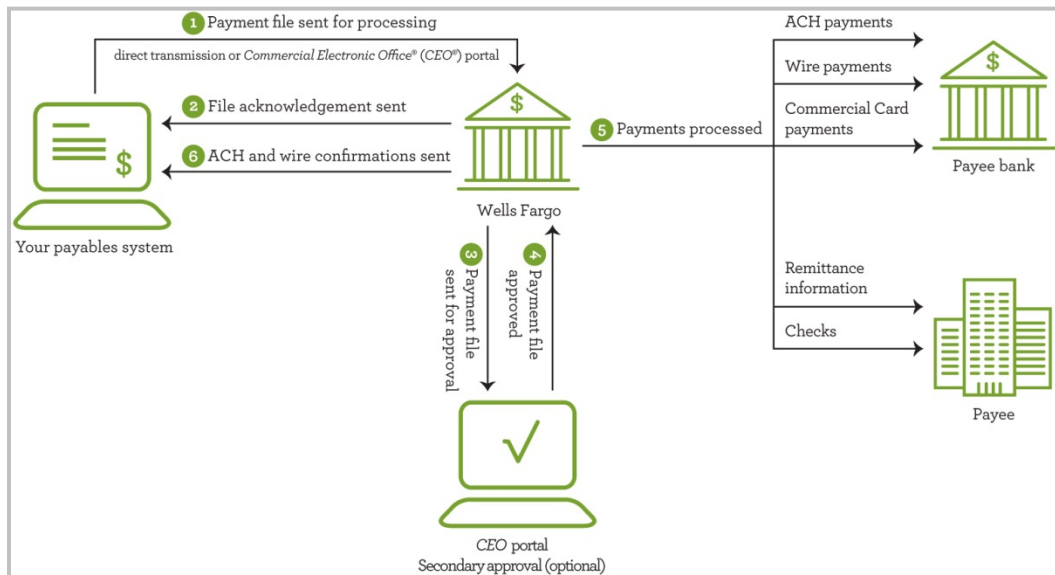
Leverage your technology investment to streamline and automate your payment and remittance processes. In a single file, you can provide payment instructions, including all related addenda or remittance information, directly from your enterprise resource planning (ERP) system, treasury workstation, or accounts payable system — and transmit it to Wells Fargo.

A file can include multiple payment types and both debits and credits. We accept:

- U.S. dollar and Canadian dollar paper checks
- Domestic ACH transactions (U.S. dollar)
- International ACH transactions (foreign currency)
- Domestic and international U.S. dollar wire transfers
- Foreign currency wire transfers
- International requests for transfer (SWIFT MT101 wires)
- Wells Fargo Commercial Card transactions

You can make optional secondary approvals for some of — or all of — your payments online after we receive your file. We'll then generate the payments and send remittance information based on your instructions.

How it works



Remittance delivery options

Include detailed remittance information in your payment file. You choose the delivery method: online, or by email, mail or fax. We'll separate and process the payments, and forward the remittance data, in a human readable format, to your payees.

Flexible file options

Delivery

Transmit your payment file in a variety of communication protocols (including multiple internet options) or upload it through our online consolidated payables service.

Formats

We accept most custom and proprietary file formats. Our system is compatible with most treasury workstations, proprietary accounting solutions, and ERP solutions, including PeopleSoft, Oracle, SAP, Thompson Financial, and XRT-CERG.

If you use a standard format, it can minimize your implementation cost and time. We accept standard Wells Fargo flat file, Wells Fargo XML, ASC X12 820, Excel CSV, SAP IDoc, and ISO20022 (CGI common XML standard).

Assurance of receipt

Acknowledgements

We'll let you know by transmission, email, or both that your file has reached our system and has undergone initial processing for delivery to our payment systems. Choose the format: XML, ANSI X12 997 (standard EDI), or human readable report.

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You can get optional confirmations for domestic and international U.S. dollar and foreign currency wire transfers and ACH payments by transmission, secure email, or both. Confirmations provide information up to the point that we release payments to the clearing system.

If you need foreign exchange rate details quickly, you can choose to receive a separate foreign exchange rate notification that we send approximately two hours after we originate your payment; it contains key financial details such as the rate, value date, and currency amount.

Online history

Search for payment information, view standard reports, create custom reports, and schedule report reminders all online through our consolidated payables service. Data is available for 90 calendar days after we receive your payment file.

Migrate payees to electronic payments

Invite your payees (by mail or email) to self-enroll online to receive ACH payments (instead of check payments) and electronic remittance information. You choose the remittance delivery channel you want to offer: email, mail, fax, or online.

When payees enroll, we send you files of their payment information or template IDs; this is what you'll use to create your payment file.

Processing deadlines

Our consolidated payables service accepts and acknowledges files 24 hours a day, 7 days a week. We'll process files the same day if we receive them by the cutoff times shown in the following table.

We process files that arrive after the cutoff the next day. If your company requires secondary approval, it must be completed by the applicable deadline for same-day processing.

For files that include multiple payment types, the earliest applicable deadline applies for the entire file.

Cutoff times (ET)

Payment type	Transmission cutoff time	Settlement target
Checks Standard checks Same day checks*	10:00 p.m. 12:00 p.m.	Next business day mail Same business day mail
ACH transactions	8:30 p.m.	Next business day and two business days
Wire transactions Fedwire SWIFT CHIPS	5:30 p.m. 5:00 p.m. 5:30 p.m.	Same business day Dependent on destination Same business day
Wells Fargo commercial card transactions	Accepted when received	Processed when received

*Subject to volume limitations and additional fees.

*Subject to volume limitations and additional fees.

Invoice Manager

Our Invoice Manager solution is a fully integrated system that permits:

- Invoice routing for approval electronically, to include the image attachment, as well as the ability for users to add comments and attach their own supporting documentation.
- Reduction in turnaround times to take advantage of early pay discounts.
- Delivery of electronic payment and remittance information back to vendors.

The Clerk's vendors can submit invoices in a variety of formats including paper and electronic (HTML, PDF, CSV, EDI, or XML). Wells Fargo will translate the payables information before loading them into our web-based workflow system. Approved invoices are then translated for upload into your PeopleSoft system. We maintain all electronic images (available within an online repository), providing you access to a full audit trail.

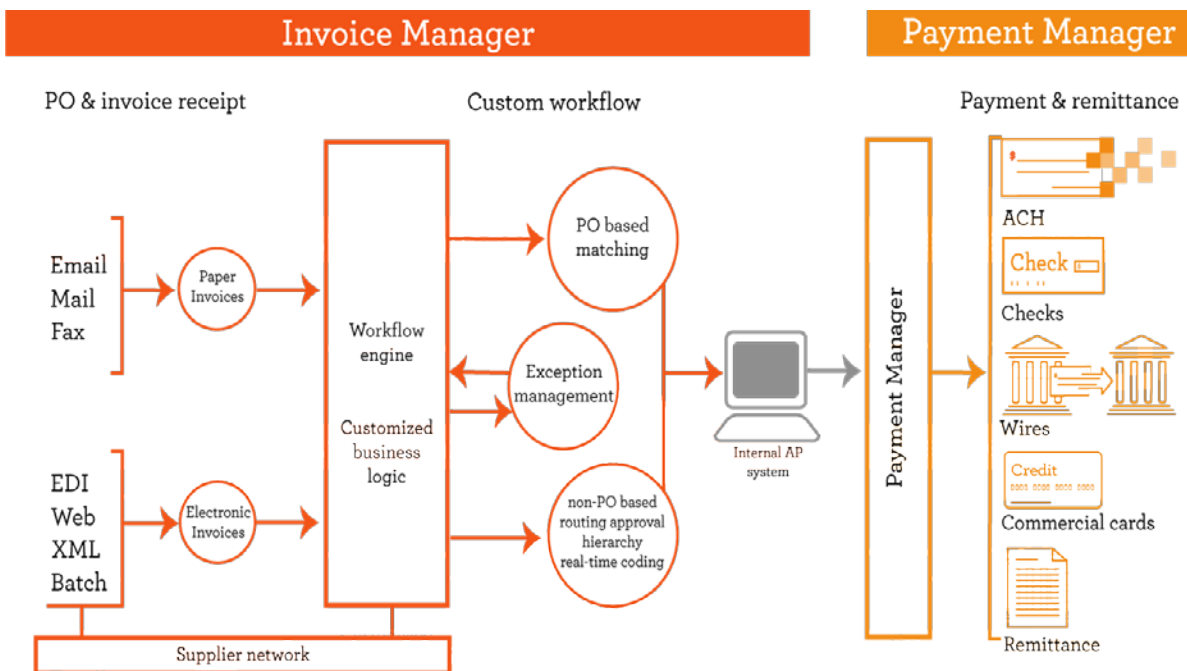
We offer a centralized process that automates the creation, matching, approval, and payment of all items, services, and fees.

The Wells Fargo Invoice Manager service seeks to automate the flow of invoice data from the vendor to the Clerk's AP operations. Invoice Manager focuses on four primary elements of the purchase-to-record process:

- **Capture and workflow** – By leveraging the Wells Fargo Invoice Conversion Service, the Clerk will realize operational efficiencies by eliminating 100% of your paper invoices. We can convert paper invoices to electronic, as well as connect your supplier community to the supplier community for electronic invoice capture.
- **Reconciliation** – Rapidly and efficiently, match invoices to received goods and services, as well as purchase orders and contract terms, quickly resolving any errors prior to submitting payment.
- **Working capital management** – Leverage industry best practices to streamline the invoice approval process, optimize AP performance, rationalize change to optimize DPO, recognize discounts, and source additional early pay discounts through both formal and dynamic discount offerings.
- **Disbursement automation** – Maximize electronic payment channels, optimize payment timing to maximize pre-negotiated early payment discounts, and facilitate dynamic buyer initiated and supplier-initiated discounts.

The ability to accept invoices in any format and translate them to electronic invoices greatly simplifies supplier participation. Even suppliers without electronic invoicing capabilities can submit their billing information online. The solution also accommodates vendors that have long preferred to submit their invoices electronically. Our access to an existing supplier network makes it likely that a large portion of your suppliers already submit invoices to other clients leveraging this program, thus requiring minimal vendor setup. Regardless, Wells Fargo can provide guidance as you determine how best to include your vendors.

How it works



Wells Fargo Print services

Now you can reduce postal expenses, improve cycle time, and maximize the effectiveness of your recurring customer mailings. Combining state-of-the-art facilities strategically located across the U.S. with decades of financial industry experience, Wells Fargo Print services offers end-to-end design, print, and mail services to handle your bills, statements, and customer communications quickly, accurately, and cost-effectively.

Wells Fargo Print services offers:

- **Proven capabilities.** Technologically advanced facilities and execution of millions of mail pieces annually lets us help companies of all sizes streamline routine mailings and improve payment processing efficiency. We can complete the processing and mailing of your items within 48 hours of file receipt.
- **Design and data know-how.** Improve invoice and statement effectiveness with expert design and data services. We'll help you identify specific segments within your customer file to receive targeted promotions. We ensure your statement design achieves maximum customer readability and OCR processing efficiency at the lockbox. You'll reduce costs and improve cash flow when transactions post quickly.
- **Postage automation and savings.** When postal expenses account for up to 60% of the total cost of invoice production, it's critical to partner with a specialist. Starting with a custom postal analysis, Wells Fargo identifies

best practices to improve your data quality and qualify your file for the lowest presort discounts. Services include: CASS/PAVE address hygiene, presort first-class automation discounts for multiple page and weight statements, and manifest metering to expedite distribution and deepen postage discounts.

- **Inventory and activity visibility.** A dedicated account manager keeps detailed project information at your fingertips. Regular reports and control logs detail daily activity, inventory levels, accuracy, and mail-out commitments.
- **Project imaging.** Support your customer service team with access to image files of all mailed materials from CD/ DVD-ROM, transmission to your internal archive, or our online image viewer, Print2Electronic.

Additional financial services provided by Wells Fargo Government & Institutional Banking

Please refer to Appendix Tab H for information on additional Government & Institutional Banking financial services.

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Appendix

Proposal checklist

Exhibit B_Proposal exception form

Exhibit C_General information

Exhibit D_Sworn statement on public entity crimes

Exhibit E_Letter of intent

Exhibit F_BAI critical quality indicator

Audited financial statements

Availability schedules

Map of banking stores

Statement of QPD and collateral verification

ACH file format Tab A

Wells Fargo legal agreements..... Tab B

Bank holidays Tab C

ARP file format..... Tab D

Sample analysis statement Tab E

Custody Fee Estimate and Agreement.Tab F

ATM information Tab G

Government & Institutional Banking financial servicesTab H

**RFP 2014-001 Banking Services
Proposal Checklist**

The undersigned, as proposer, hereby declares that he has examined the Specifications and informed himself fully in regard to all conditions. The proposer further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein. That this proposal is made without connection with any other person, company or companies submitting a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.

The proposer proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following unit prices included in herein response to RFP 2014-001 Banking Services.

Proposal Submitted By: **Lance Aylsworth**

Address: **200 S Biscayne Blvd, Miami, FL 33131**

Telephone: **305-789-4824**

This proposal contains all the information requested in the Request for Proposal, including the following Exhibits and information:

<u> X </u>	Exhibit A - Pricing Proposal Form
<u> X </u>	Exhibit B - Proposal Exception Form
<u> X </u>	Exhibit C - General Information
<u> X </u>	Exhibit D - Sworn Statement on Public Entity Crimes
<u> X </u>	Exhibit E - letter of Intent
<u> X </u>	Exhibit F - BAI Critical Quality Indicator
<u> X </u>	Bank's Audited Statements for the previous two years
<u> X </u>	Bank's Availability Schedule
<u> X </u>	Map of Bank's main office and branch offices in Collier County
<u> X </u>	Statement of QPD and Collateral Verification

Signature of Authorized Individual

Lance Aylsworth

Typed Name

Vice President

Title

June 13, 2014

Date



EXHIBIT
B
RFP 2014-001 Banking
Services

PROPOSAL EXCEPTION
FORM

OUR BANK CAN COMPLY WITH ALL ASPECTS OF THE CLERK'S BANKING SERVICE
REQUIREMENTS

_____ YES _____ X NO If no, detail below.

EXCEPTIONS to the requirements in this Request for Proposal:

Page: 8

Paragraph or Item Number: 7.c.

Exception/Deviation: Wells Fargo cannot allow physical facility audits for security and confidentiality reasons. We can allow audits of relevant records with reasonable prior notice during normal business hours.

Describe: See above.

Page: 8

Paragraph or Item Number: 7.f.

Exception/Deviation: This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach

Describe: See above.

Page: 9

Paragraph or Item Number: 7.i.

Exception/Deviation: Wells Fargo & Company contracts for an annual SSAE 16 (replaces SAS 70) examination and can provide a SOC1, upon request.

Describe: See above.

Page:

Paragraph or Item Number:

Exception/Deviation:

Describe:

Exhibit C

RFP 2014-001 Banking Services

General information

Qualifications and experience

1. Name of Institution:

Wells Fargo Bank, N.A.

2. Physical address of office proposing to serve the County:

200 S Biscayne Boulevard, Miami, FL 33131

3. Date institution was chartered:

Wells Fargo was chartered on November 30, 1870.

Founded in 1852, Wells Fargo & Company is a nationwide, diversified financial services company that is community-based and relationship-oriented.

Its principal banking subsidiary, Wells Fargo Bank, N.A., is a national banking organization.

Wells Fargo is a publicly held company; our ticker symbol is “WFC” on the New York Stock Exchange.

Wells Fargo & Company provides banking, insurance, investments, mortgage, and consumer and commercial finance through more than 9,000 stores, more than 12,000 ATMs, and the internet (wellsfargo.com) across North America and internationally. We have offices in more than 35 countries that support our customers who conduct business in the global economy.

We’re headquartered in San Francisco, but we’re decentralized so every local Wells Fargo office is a headquarters for satisfying all our customers’ financial needs and helping them succeed financially. One in three households in America does business with Wells Fargo.

As of December 31, 2013, Wells Fargo has \$1.4 trillion in assets and more than 270,000 team members across our 80+ businesses, including more than 580 team members in government banking. We rank fourth in assets and first in market value of our stock among our U.S. peers; among all financial services companies, we rank first in market value in the U.S. and second in the world. The Wall Street Journal named us the largest bank in the world by market capitalization at \$237 billion (2013).

Our vision: We want to satisfy all our customers’ financial needs, help them succeed financially, be the premier provider of financial services in every one of our markets, and be known as one of America’s great companies.

Our year-end key performance measures are detailed below.

Key performance measure	2011	2012	2013
Total assets	\$1.3 trillion	\$1.4 trillion	\$1.4 trillion
Net income	\$15.9 billion	\$18.9 billion	\$21.9 billion
ROA	1.25%	1.41%	1.51%
ROE	11.93%	12.95%	13.87%
Equity/assets	10.78%	11.17%	11.20%

To review the full Wells Fargo & Company Annual Report, please use the following link: https://www.wellsfargo.com/invest_relations/annual.

Financial strength

The following chart identifies key measures of the financial strength of Wells Fargo & Company.

Key facts (as of December 31, 2013)	Dollars or number
Assets	\$1.5 trillion
Team members	264,000+
Customers	70 million
Stores	9,000+
ATMs	12,500+
Market value of stock	\$239 billion
Industry measure	Ranking
National SBA Large 7(a) lender in dollars <i>2013 Small Business Administration federal fiscal year-end data</i>	#1 (More than \$1 billion in the federal fiscal year)
Small business lender in dollars <i>2012 Community Reinvestment Act government data</i>	#1
Mortgage servicer <i>Inside Mortgage Finance, Q113</i>	#1
Retail mortgage lender <i>Inside Mortgage Finance, Q113</i>	#1

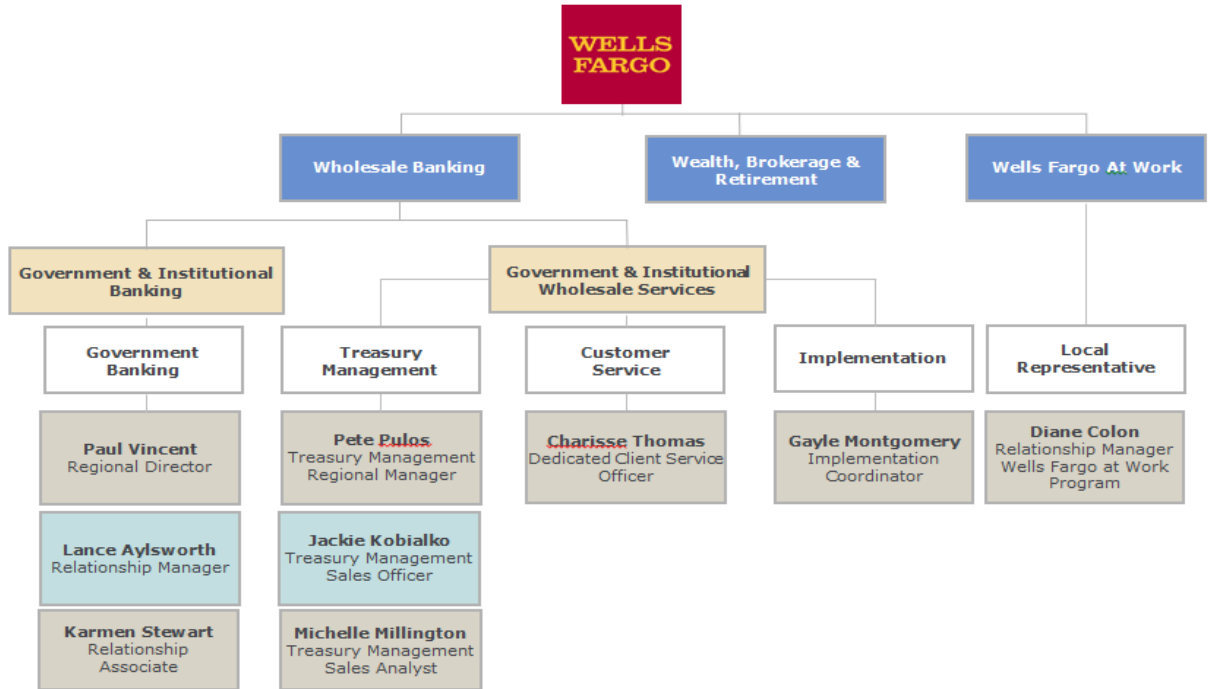
Bank ratings

We have one of the highest debt ratings of any financial services company, as shown in the table below.*

Wells Fargo & Company	Fitch Ratings	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	AA-	A2	A+	AA
Short-term Issuer Rating	F1+	P-1	A-1	R-1 (middle)
Senior Unsecured	AA-	A2	A+	AA
Subordinated	A+	A3	A	AA (low)
Preferred Stock	BBB	Baa3	BBB+	A
Wells Fargo Bank, N.A.	Fitch Ratings	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	AA-	Aa3	AA-	AA (high)
Short-term Issuer Rating	F1+	P-1	A-1+	R-1 (high)
Bank Deposits	AA	Aa3	AA-	AA (high)
Senior Unsecured	AA-	Aa3	AA-	AA (high)
Subordinated	A+	A1	A+	AA

*The information provided is found on our Investor Relations site (wellsfargo.com/invest_relations/debt) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers (wellsfargo.com/invest_relations/legal/) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

4. Attach a summary showing the institution's organization and principal staff members who will be involved in providing services to Collier County.



5. Indicate or attached a description of your bank's customer service organizational structure.

No matter how many Wells Fargo products and services the Clerk uses, you'll have just one number to call when you have an issue to resolve. Treasury Management Client Services has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures. Your dedicated Client Service Officer Charisse Thomas is part of a team of 16, including a team lead and a team manager, all dedicated specifically to government customers.

Our structure allows us to consolidate issue tracking and identify trends within your transactions, which helps us resolve your problems quickly — and helps to prevent the same problems in the future. Your dedicated Client Service Officer, Charisse Thomas will even proactively alert you, by email notification, to any potential issues we identify.

At times, your concerns may require the involvement of the Operations department. In these cases, Charisse acts as your liaison in solving your wire transfer, ACH, or wholesale transmission issues.

6. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.

Treasury Management Client Services is your primary point of contact for customer service issues. We staff this group with well-trained client service officers whose responsibilities include:

- Being the first point of contact for any treasury management-related service inquiries
- Answering and responding to incoming customer calls related to treasury management products and services
- Managing customer inquiries to ensure proper documentation, timely and accurate resolution, and effective communication in compliance with department standards
- Acting as a liaison between client and bank operations, sales officers, vendors, and relationship managers to ensure the delivery of quality customer service
- Partnering with internal business partners to research and resolve customer inquiries
- Communicating resolution on customer inquiries with regard to products, account errors, and routine maintenance
- Conducting analysis to identify exceptions and best-fit solutions to streamline client interactions
- Providing customer training on treasury management products
- Providing proactive customer notification
- Performing post-implementation product usage in the form of Service Reviews presented to the customer

Our Client Services department managers monitor calls to ensure that your client service officer is meeting required standards of service excellence.

Client service officers can engage the team lead, unit manager, site manager, or national client services manager for assistance on customer issues. They can also engage technical services and key product and operational partners on behalf of the customer.

We encourage our client service officers to use the chain of command to assist with escalations. Additionally, we proactively look for issues that could potentially escalate by reviewing our ability to meet customer commitments, timely resolution, and repeat issues.

7. Describe the local customer service support available.

Wells Fargo was one of the first banks to have a Government Banking group in the State of Florida in 1992 through its legacy predecessors. We have more than 60 relationship managers, 2,300 relationships, \$22.9 billion in deposits, and \$22.7 billion in commitments. Our customers include governments – federal agencies, states, counties, and cities; constitutional offices – sheriff's departments, tax collectors, and such; public school districts; transportation agencies; public power providers; other – housing and water.

Our local Government & Institutional Banking team has more than 50 years of combined experience delivering financial services. Our very seasoned team draws on the bank's vast resources to deliver state-of-the-art banking products. We are committed to serving our government entities, their employees, and the communities in which they live, through a complete range of products and personalized service.

The Clerk will have an entire team, specialized in government banking, who will be dedicated to assisting and consulting with you on all aspects of your banking relationship. Your core team will consist of the following:

- Relationship Manager, Lance Aylsworth
- Relationship Associate, Karmen Stewart
- Treasury Management Sales Consultant, Jackie Kobialko
- Sales Analyst, Michelle Millington

Additionally, Gayle Montgomery will be the Clerk's dedicated implementation consultant. Gayle specializes in government banking, working only with government customers within the State of Florida.

Lastly, as mentioned above, the Clerk's dedicated client service officer, Charisse Thomas, acts as the first point of contact for day-to-day customer service issues and needs. As with the rest of your team, Charisse is also part of a team that specializes in government banking, thereby bringing the specialized experience and knowledge needed to provide exceptional service to our government customers.

Our relationship-focused approach to our diversified set of products and services ensures you have solutions that are right for you — at the right time.

We are your advocate, and our goal is to exceed your expectations and establish an interactive relationship.

8. Who will be the primary contact assigned to our account? From which area of the organization, and from which branch will they be assigned?

Your primary contact will be Lance Aylsworth. Lance is your dedicated Relationship Manager within the Government & Institutional Banking group. Lance is located at 200 S Biscayne Boulevard, Miami, FL 33131.

9. List names, titles, phone numbers and e-mail addresses, and provide a brief biography of each of the bank contact personnel.

<p>Lance Aylsworth, CTP Vice President Relationship Manager</p> <p>lance.aylsworth@wellsfargo.com 305-789-4824 305-789-4944 fax</p> <p>200 S Biscayne Boulevard 14th Floor Miami, FL 33131</p>	<p>Lance has more than 20 years of banking experience managing international, treasury, commercial, government and institutional relationships. For more than seven years, Lance has been a committed government and institutional banker in South Florida including Gulf Coast at Wells Fargo. Prior to his government banking career, Lance served as a commercial banker for another financial institution.</p> <p>Lance received his Bachelor's degree in finance from James Madison University in Virginia.</p> <p>He is a native of Miami, a member of the South Florida Finance Officers and City Clerks Association, and a member of the Association of Financial Professionals and has obtained his certification as a Certified Treasury Professional (CTP).</p>
<p>Karmen Stewart Relationship Associate</p> <p>karmen.stewart@wellsfargo.com 305-789-4691 877-401-4880 fax</p> <p>200 S Biscayne Boulevard 14th Floor Miami, FL 33131</p>	<p>Karmen works with your relationship manager to help enhance your customer service experience. She serves as the liaison between you and the various departments of the bank.</p> <p>Karmen has 15 years of banking experience, with a primary focus on service and support. Her customers have ranged from small business clients to commercial clients, and large corporate clients to government and institutional clients.</p> <p>She is a Jacksonville, Florida native, who relocated to Miami in October of 2012. She earned her Bachelor's degree in psychology from the University of North Florida.</p>

Jackie Kobialko
Vice President
Treasury Management
Sales Consultant

Jacqueline.kobialko@wellsfargo.com
954-467-5125
877-402-8481 fax

1 E. Broward Boulevard
3rd Floor
Ft. Lauderdale, FL 33301

Jackie will support the Clerk as the primary contact for treasury management services. Jackie has been with Wells Fargo for nine years, with seven of those years dedicated to government and institutional treasury management. Collectively, she brings more than 30 years of business experience, including 20 years of government related financial industry experience.

During her tenure in government treasury management, she worked with various government entities including current customers, such as Miami Dade County, Miami Dade County School Board, Broward County, Broward Clerk of Courts, Palm Beach County Clerk & Board, Indian River County Clerk & Board, Martin County Clerk & Board, St. Lucie County Board, and Collier County Tax Collector, as well as numerous cities, and other tax collectors within the State of Florida.

Jackie has been a resident of Broward County since 1970 and currently is a member of the South Florida Government Finance Officers, the City Clerks Association, the Palm Beach County FGFOA Chapter, and the Treasure Coast FGFOA Chapter.

Michelle Millington
Assistant Vice President
Treasury Management
Sales Analyst

michelle.millington@wellsfargo.com
561-366-5571
561-366-5509 fax

450 South Australian Avenue
8th Floor
West Palm Beach, FL 33401

Michelle provides an additional level of support for all of your treasury management needs, working in tandem with your Treasury Management Sales Consultant, Jackie Kobialko.

Michelle began her career with Wells Fargo 10 years ago. She has supported all segments of treasury management for the last seven years and has extensive experience with client support. Michelle currently supports Jackie in addressing the treasury management needs of our customers.

Michelle received her Bachelor's degree in accounting and finance from Palm Beach Atlantic University. Michelle is an active volunteer in her community and enjoys working with young children.

Diane L. Colon
Vice President
Senior Relationship Manager
Wells Fargo At Work Program

diane.colon@wellsfargo.com
239-277-3256

12751 South Cleveland Avenue
2nd Floor
Fort Myers, FL 33907

Diane is committed to helping the businesses in the Gulf Coast by providing their employees with an excellent Wells Fargo Employee Benefit program. Diane has more than 12 years of experience in retail banking stores with more than 600 million dollars in assets. She led 12 direct and 137 indirect team members.

Diane partners with business banking and senior leadership to assist with development of and integration into regional cross sell initiatives relating to mortgage and personal credit core products and features.

She demonstrates senior leadership in the community through her work with non-profit organizations in the Fort Myers community and by participating as a volunteer and contributor to requests for volunteerism, donations, and sponsorships.

Diane studied two years at Lynchburg University, Lynchburg, Virginia and two years at Edison Community College, Fort Myers, Florida.

We've listed the responsible parties for new service requests or implementation of the services listed below.

- | | |
|---|--------------------------|
| ▪ Customer service | CSO/RA |
| ▪ Treasury management | TMSC/SA |
| ▪ Bank reconciliation | TMSC/SA |
| ▪ Bank conversion services planning | TMSC/SA/IC |
| ▪ Wire transfer | RA/SA |
| ▪ Automated Clearing House transmissions | TMSC/SA |
| ▪ Positive pay services | TMSC/SA |
| ▪ Retail and wholesale lockbox processing | TMSC/SA |
| ▪ Preauthorized debit processing | TMSC/SA |
| ▪ Merchant services processing | Merchant Account Manager |
| ▪ Technological opportunities | TMSC/SA |

CSO – Client Service Officer

Charisse Thomas
904-634-6344

TMSC – Treasury Management Sales Consultant

Jackie Kobialko
954-467-5125

SA – Sales Analyst

Michelle Millington

561-366-5571

RA – Relationship Associate

Karmen Stewart

305-789-4691

IC – Implementation Coordinator

Gayle Montgomery

704-715-9085

Merchant Account Manager

Lily Page

212-214-7852

For ongoing customer service needs on the above services, except Merchant Services processing, the Clerk will contact your dedicated Client Service Officer, Charisse Thomas. We also listed the responsible parties for new service requests and implementation of the services above.

For all ongoing merchant services needs, you will contact your Merchant Services Account Manager, Lily Page.

10. Is your institution a State of Florida "Qualified Public Depository" pursuant to Chapter 280, Florida Statutes?

Yes. Wells Fargo is a fully Qualified Public Depository pursuant to Chapter 280, Florida Statutes.

In Florida, Wells Fargo is the largest holder of government deposits as of December 31, 2013 per the State Bureau of Collateral Management.

Funds availability

11. Please describe your controlled disbursement process?

The Clerk can optimize your disbursement cash flow by writing checks drawn on a unique routing transit number. The bank provides early morning notification (as early as 8:30 a.m. ET) of the dollar amount of checks that will clear against your controlled disbursement account that night. This allows you to calculate your daily cash position early enough to take advantage of better market rates for investing or borrowing.

You'll have automatic funding from your fully analyzed commercial checking account to your controlled disbursement account.

Information receipt and access is quick and easy, which increases your control over your daily cash flow. We deliver all the reports, services, and information you need to monitor and manage your check disbursement activity online.

Online reporting

Early morning reporting lets you make daily investment or borrowing decisions based on an accurate accounting of the cash required to fund that day's disbursements, so excess balances and overdraft charges are eliminated.

The information reporting system is fully integrated with our single sign-on internet portal, where you can view, print, and download reports, including the Controlled Disbursement Detail report, ARP statements and reports, Intraday and Previous Day Composite reports. And, the Controlled Disbursement Summary report provides your funding totals. With Event Messaging, you can receive summary presentment totals by email, text message, fax notification, or our mobile service.

Account reconciliation (ARP) will streamline the process of matching issued checks to checks paid on your account.

Simplified reconciliation

Wells Fargo offers four premier Controlled Disbursement account endpoints, where our Perfect Presentment® same day positive pay service, combined with payee validation, provides superior protection against check fraud. Fraudulent activity can be intercepted and stopped one day earlier than with a regular positive pay account. We recommend the Clerk use our Savannah endpoint.

You'll simplify reconciliation and guarantee funding accuracy. We run the daily ARP match and correction process before Controlled Disbursement funding and DDA posting happen. This provides accurate funding information (because you only fund presented items that match your check issue file), clean intraday paid check files, clean DDA posting, and simplified cash and transaction reconciliation.

Our *Perfect Presentment* customers receive two notifications Monday through Friday, excluding Federal holidays. This means that you'll be able to access your presentment reports early in the day. Further, you can have the confidence of knowing that we will consistently deliver your presentment totals by the stated deadlines.

12. What options for notification and funding exist in the event of a second presentment?

The Clerk will receive two notifications Monday through Friday, excluding Federal holidays.

At our Savannah endpoint, the first presentment is 8:30 a.m. ET. The second presentment is 10:00 a.m. ET.

This means that you'll be able to access your presentment reports early in the day. Further, you can have the confidence of knowing that we will consistently deliver your presentment totals by the stated deadlines.

Reporting

The Clerk will access all the information you need to monitor and manage your check disbursement activity electronically through our single sign-on portal. You can:

- View your summary presentment totals online through Treasury Information Reporting
- Access a mobile controlled disbursement report through the browser of a mobile device or through our iPhone and Android apps*
- Receive summary presentment totals by email, text message, or fax notification through our Event Messaging service

*If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

Funding options

When implementing controlled disbursement, you will select one of the methods below for funding the account.

System funded

After the final presentment, the controlled disbursement system creates a transaction that moves funds from a designated funding account to the controlled disbursement account. If electronic transactions post to the controlled disbursement account after this funding transaction, a second funding transaction will occur at the end of the day.

Zero balance account

A master account that automatically funds presentments (and any other transactions) at the end of the business day is tied to the controlled disbursement account. Conversely, any funds or balances in the controlled disbursement account at the end of the day are automatically moved to the master account.

Alternate

The controlled disbursement account is funded directly by wire transfer, loan advance, or other means.

13. How many times have you missed notification deadlines and by how much in a recent ninety day period?

Our three-month performance record for meeting presentment deadlines is shown in the table below.

Savannah	February 2014	March 2014	April 2014
On-time rate for meeting deadlines*	1st: 100% 2nd: 100%	1st: 100% 2nd: 100%	1st: 100% 2nd: 95.45%

*Items and dollars are shown in the same presentment totals.

14. By what methods can you notify your customer of the amount of checks to be charged to their account?

The Clerk will access all the information you need to monitor and manage your check disbursement activity electronically through our single sign-on portal. You can:

- View your summary presentment totals online through Treasury Information Reporting
- Access a mobile controlled disbursement report through the browser of a mobile device or through our iPhone and Android apps*
- Receive summary presentment totals by email, text message, or fax notification through our Event Messaging service

The method you select does not affect the notification time.

*If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

15. Does notification of daily clearings (or funding requirements) include both check and ACH debits?

Yes. Notification of your daily clearings includes both check and ACH debits* as a net presentment total; it does not list checks and ACH debits separately.

However, if we receive ACH debits after the presentment deadline, the information is not included in the notification; we will integrate ACH totals only when ACH debits are received prior to the presentment deadline:

- If we receive ACH debits prior to our second presentment processing time (10:00 a.m. ET), we include them in the funding totals.
- If we receive ACH debits after the cutoff time, you can find your ACH transactions and total clearings in online reports.

To avoid overdrafts, we recommend that you use the intraday ACH reports to view ACH activity that is not included in your final controlled disbursement funding notification.

*We do not report returns and same-day ACH received items in your controlled disbursement totals.

16. At what time do you normally notify customers of their daily clearings? What is the earliest you are able to make daily notifications? What is your latest deadline?

Our controlled disbursement customers receive two notifications Monday through Friday, excluding Federal holidays.

At our Savannah endpoint, the first presentment is 8:30 a.m. ET. The second presentment is 10:00 a.m. ET.

This means that you'll be able to access your presentment reports early in the day. Further, you can have the confidence of knowing that we will consistently deliver your presentment totals by the stated deadlines.

17. Do you have an established maximum dollar value limit that may not be exceeded by an individual check? Do you have any restrictions regarding individual check amounts?

No. Other than the 10-digit MICR limit of \$99,999,999.99, Wells Fargo does not limit the maximum dollar value for individual checks.

18. What procedure will be used to resolve overdrafts caused by funding failures as result of improper funding from the County? Because of the bank's error or delay in notification?

In the event that your controlled disbursement account becomes overdrawn because funds are not transferred to your account on time, we contact you to determine what caused the overdraft. We also work with you to determine what actions to take to minimize the risk that the same thing will happen again.

If an overdraft results because we failed to communicate your total check clearings in time, or due to a Federal Reserve problem, we go through the same process to understand why it happened and to determine what actions to take to minimize the risk that the same thing will happen again. We will then contact you to explain the reason for the overdraft, what we've done to prevent an overdraft from happening again, and to work with you to eliminate overdraft situations.

Wire transfer services

19. What are the security features in your bank's PC wire system?

It's critical that the appropriate measures are in place to prevent non-authorized personnel from accessing your files or seeing the data that's included in them. We enforce strict encryption and authentication standards for data transmissions of financial information. By adhering to these standards, the Clerk can be confident that the files you exchange with our servers are secure from unauthorized access or eavesdropping during transmission.

Encryption

All of our supported internet protocols require session-level encryption. The encryption type varies based on the transmission method you select. Our supported protocols use 128 bit Secure Sockets Layer (SSL) or Secure Shell (SSH) encryption to protect data in transit between and Wells Fargo. We do not require additional encryption at the file level.

Our supported Connect:Direct options require a Secure+ add-on, which encrypts the session with SSL. Two of the Connect:Direct options also require use of a bank-provided encrypting router.

Authentication

We issue specific credentials to each customer to authenticate transmissions and grant access to our transmission facilities.

Online wire transfer service

For our online wire transfer service, your security administrator manages security online through our Self Administration service. Wells Fargo requires dual custody for tasks related to our wire transfer, ACH, and foreign exchange services. We also offer optional dual custody for all tasks performed through the Self Administration service, and you can choose to set up any functions with forced dual custody.

Although your security administrator cannot change the forced dual control requirements, they can:

- Group users by assigning administrators to select groups and limiting access to accounts and profiles within that group for better control
- Set up multiple users with similar access controls at the same time
- Reassign RSA SecurID tokens
- Reset passwords
- Delete or disable former employees or employees who are on leave or vacation

Your security administrators can establish the following controls for wire transfer functions:

- The maximum funding limit that can be authorized per day by all users
- The maximum funding limit that can be authorized per day for each account
- The authorization of users to approve multiple wires at a time or individually
- The number of verifiers required for each transfer type

Dual custody is required for initiating free-form wires and creating or maintaining wire templates on our business portal. Modifications made to a wire template by one user must be approved by a second user before they take effect.

20. Does your institution have on-line Federal Reserve wire capabilities?

Yes. Our system sends wire payments through the Federal Reserve's Fedwire system to the receiving bank.

Account reconciliation

21. Explain your institution's capabilities and experience in providing online account reconciliation information.

Wells Fargo offers our disbursement customers both full and partial ARP.

Full ARP

The Clerk provides Wells Fargo with issued check information, and Wells Fargo reconciles your paid checks to your issued checks and sends a detailed statement.

We can update your check register information more than 50 times each day, seven days a week. Within 90 minutes of electronic transmission, you can receive an optional file confirmation or stop confirmation report.

On a weekly or monthly basis, comprehensive statements are available for your account. You can access ARP statements online through the *CEO* portal. Reports can include deposit location reporting, sorting, subtotaling, and other reporting customizations to match your accounting system or information requirements. You can request a variety of optional reports, including paid checks, outstanding checks, stop payments, and several others, in various output formats.

Partial ARP

For this service, Wells Fargo provides the Clerk with an ARP statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

Optional reports

Our ARP services provide the most comprehensive and flexible reporting options available in the industry today. The Clerk can customize your account reconciliation to match your accounting needs by choosing which optional reports you need from the 14 we list in the following table.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks ¹	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks ²
Issue Notices Not Received ²	Matched Paid Items ²
Voids and Cancels ¹	Prior Payments ¹
Issues This Cycle ¹	Unpaid Checks ¹

¹Only available with Full ARP.

²Only available with Full ARP or Partial ARP with Positive Pay.

ARP optional reports are available by transmission or through our secure internet portal. Through our online reporting service, you can:

- Access your ARP statements and 14 off-cycle optional reports in PDF format
- Choose the data you want to see before you download your ARP statements and reports in CSV or Excel format
- Perform a query of your ARP data and download the results in CSV or Excel format

- View a summary and details of your account reconciliation activity by date (including check issues, cancels, and voids) as well as stop payment requests, releases, and renewals in PDF format through our ARP File Posting Confirmation report

Sample reports

You can view online samples of all ARP reports at wellsoffice.wellsfargo.com/ceo_public/portal_demo/001_Home.html. Simply click Treasury Information Reporting in the left menu; then choose an option under ARP Activity Reports.

Conversion

22. Describe a conversion plan to transfer assets of the County to your financial institution.

We approach implementations as a partnership, and our experienced team works closely with the Clerk through every step of your transition to Wells Fargo. Your dedicated Implementation Coordinator, Gayle Montgomery, works with internal bank partners and your staff to define and document requirements and determine our approach.

Our implementation team members will meet with the Clerk; together, we'll discuss and document presumptions, issues, and questions both parties have, and follow up with further meetings. We'll determine timelines for specific products and the responsibilities involved in meeting deadlines.

The Clerk's agreement is required to move any transmission services into the production environment.

Depending on service needs, the Clerk builds transmission files, creates test checks, and completes related tasks. Wells Fargo then builds your services on the product platforms. You'll participate in the testing of input and output file formats.

Well Fargo stays engaged with you throughout your implementation and ongoing through our relationship.

Welcome package

You'll receive a welcome package that provides logon instructions, logon IDs, and user and reference guides to assist with individual product setup.

Testing

Together, we'll monitor your first transmissions, first transmission file postings, and other new transactions to quickly identify any problems and assist you in taking corrective actions.

Training

Your staff can attend instructor-led online training sessions that explain how to use your new banking services.

Customer service

Calls to your dedicated client service officer are answered during business hours. You have the option to leave a voice mail 24 hours a day, 7 days a week. You can also send an email.

23. What lead time do you expect will be necessary before the conversion begins?

The majority of the banking services required can be fully implemented within 60 days. Your Implementation Coordinator, Gayle Montgomery, will partner with your staff to develop the schedule and document the process we will follow. A sample timeline for our product implementation is below. While the sample timeline shows many crucial tasks, it is not comprehensive; after we meet with you to discuss your needs, the timeline will be customized.

The implementation lead-time represents the length of time it takes to make the service available to you once your Implementation Coordinator, Gayle Montgomery, gathers all of the necessary information from you and any internal sources, and once the Clerk has returned the signed Acceptance of Service to Wells Fargo.

Sample implementation timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Commercial Electronic Office – Gather information, supply and return legal forms, training: 7 days New product setup: 1 day Change or delete product: 3 days Add certain types of reports: Lead times are the same as the corresponding products					
Review and confirm services	Wells Fargo / The Clerk				
Review and approve forms	The Clerk				
Set up online user management: assign company ID, user IDs, initial passwords	Wells Fargo				
Set up basic reports for balance and transaction activity	Wells Fargo				
Determine resources that will provide consultative training	Wells Fargo				
Perform/participate in training	Wells Fargo / The Clerk				
NOTE: The implementation time can be shorter (or longer), depending on the products being implemented.					
Account opening – 1 day lead time					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Identify all accounts to be opened	Wells Fargo / The Clerk				
Provide subaccount locations (if applicable)	Wells Fargo				
Provide account numbers	Wells Fargo				
Provide MICR specifications	Wells Fargo				
Order deposit tickets, check stock, and other supplies	Wells Fargo / The Clerk				
Validate setup	Wells Fargo				
ACH direct transmission – 17 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Provide file layout specifications	Wells Fargo				
Determine transmission method and issue IDs	Wells Fargo / The Clerk				
Issue transmission ID	Wells Fargo				
Create test file	Wells Fargo / The Clerk				
Review format of test file	Wells Fargo				
Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item)	Wells Fargo / The Clerk				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
ARP/Positive Pay – 30 days lead time					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Review and confirm services	Wells Fargo / The Clerk				
Provide file layout specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Create test file					
Perform transmission testing	Wells Fargo / The Clerk				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP to an existing account is cycle dependent and can only be done at the beginning of a statement cycle.					
Payee Validation – 30 days* lead time					
Review and confirm services	Wells Fargo / The Clerk				
Share manual review fee with					
Share key implementation requirements, guidelines, and video tour	Wells Fargo				
Acknowledge understanding of requirements	Wells Fargo / The Clerk				
Request customer limits check stock order					
Confirm checks are ready to monitor					
Set up for production	Wells Fargo				
Establish automation to Image Positive Pay					
Begin monitoring test checks	Wells Fargo / The Clerk				
Review check stock and monitor issue file for three weeks	Wells Fargo / The Clerk				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Address any issue file corrections	Wells Fargo / The Clerk				
If checks pass three weeks of testing, there is no further follow up	Wells Fargo				
If checks fail testing, has 60 days to fix issues [†]	The Clerk				
Validate and finalize setup	Wells Fargo				
<p>*Dependent upon results of check stock monitoring. [†]If checks still fail, the manual review fee will be assessed.</p>					
<p>Note: The implementation time can be shorter (or longer), depending on ARP transmission testing.</p>					
<p>CEO ACH Fraud Filter: New setup – 3 days Change – 3 days Delete – 2 days</p>					
Review and confirm services	Wells Fargo / The Clerk				
Attend and complete training	The Clerk				
Identify default decisions	The Clerk				
Set up service on ACH platform	Wells Fargo / The Clerk				
Set up optional 30-day review (before considering stop option)	Wells Fargo				
Implement stop option if needed	Wells Fargo				
<p>Note: This service becomes active after users complete training. The Clerk's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe.</p>					
<p>Controlled Disbursement – Without an intraday transmission: 6days lead time With an intraday transmission: 30 to 40 days lead time</p>					
Review and confirm services	Wells Fargo / The Clerk				
Assign account numbers	Wells Fargo				
Provide MICR specifications and ARP documentation as applicable	Wells Fargo				
If transmission testing is required,	Wells Fargo / The Clerk				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
testing must be completed before finalizing setup					
Provide test checks	The Clerk				
Perform check testing (MICR and image)	Wells Fargo				
Validate first live file and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing. Wells Fargo cannot open the accounts until sample checks pass testing and transmission testing is complete.					
Desktop Deposit – 7 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Order supplies	Wells Fargo				
Complete and validate setup	Wells Fargo				
Send welcome package	Wells Fargo				
Image File Import – 14 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Provide reference guide	Wells Fargo				
Issue transmission ID	Wells Fargo				
Set up manual user access and order tokens	Wells Fargo				
Download test file and confirm connectivity and format	The Clerk				
Send live files	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Returned Items – 5 days lead time					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Review and confirm services	Wells Fargo / The Clerk				
Issue transmission IDs	Wells Fargo				
Implement instructions	Wells Fargo				
Send test file	The Clerk				
Validate setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Stagecoach Sweep – 2 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Implement sweep	Wells Fargo				
Establish sweep statement access	Wells Fargo				
Validate setup	Wells Fargo				
WellsImage Media – 20 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Provide MICR check specifications	Wells Fargo				
Provide test checks	The Clerk				
Perform check testing (MICR and image)	Wells Fargo				
Finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding <i>WellsImage Media</i> to an existing account.					
Wholesale Lockbox – 10 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Provide sample invoices (for image)	The Clerk				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Perform invoice testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				
Finalize setup	Wells Fargo				
Perform image training	Wells Fargo / The Clerk				
Wholesale Lockbox with transmission – 30 to 40 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Provide file layout specifications	Wells Fargo				
Provide sample invoices (for image)	The Clerk				
Perform invoice testing	Wells Fargo				
Issue transmission ID	Wells Fargo				
Perform transmission testing	Wells Fargo / The Clerk				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.					
Wholesale Lockbox – 40 days					
Review and confirm services; complete setup form	Wells Fargo / The Clerk				
Provide 50 – 100 samples of remittance coupons and envelopes	The Clerk				
Perform coupon and envelope testing	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide results of coupon and envelope testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				
Training	Wells Fargo / The Clerk				
Finalize setup	Wells Fargo				

Note: The implementation lead-time represents the length of time it takes to make the service available to the Clerk once the implementation coordinator gathers all the necessary information from you and any internal sources.

Wholesale Lockbox with transmission – 40 days

Review and confirm services; complete setup form	Wells Fargo / The Clerk				
Provide file layout specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Provide 50 – 100 samples of remittance coupons and envelopes	The Clerk				
Perform coupon and envelope testing	Wells Fargo				
Provide results of coupon and envelope testing	Wells Fargo				
Perform transmission testing	Wells Fargo / The Clerk				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production*	Wells Fargo				
Finalize setup	Wells Fargo				
Training	Wells Fargo / The Clerk				

*The Clerk's agreement is required to move any transmission services into the production environment.

Note: The implementation time can be longer, depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Zero Balance Account – 1 day lead time					
Review and confirm services	Wells Fargo / The Clerk				
Implement zero balance account	Wells Fargo				
Validate first transfer	Wells Fargo				
Payment Manager – 14 to 42 days lead time					
Review and confirm services	Wells Fargo / The Clerk				
Determine use of manual or automation process and method of transmission	Wells Fargo / The Clerk				
Establish automation connection	The Clerk				
Provide user guides and coordinate training	Wells Fargo				
Develop statement of work	Wells Fargo				
Approve and sign statement of work	The Clerk				
Validate SIT/UAT test files	Wells Fargo / The Clerk				
Add any additional accounts	Wells Fargo				
Move services into production	Wells Fargo				
Transmit and monitor production files	Wells Fargo / The Clerk				
Verify and finalize setup	Wells Fargo				
Note: The times for all action items can vary depending on your choice of a standard or custom format and the availability of your internal resources for development and testing.					

Expected completion date* status legend

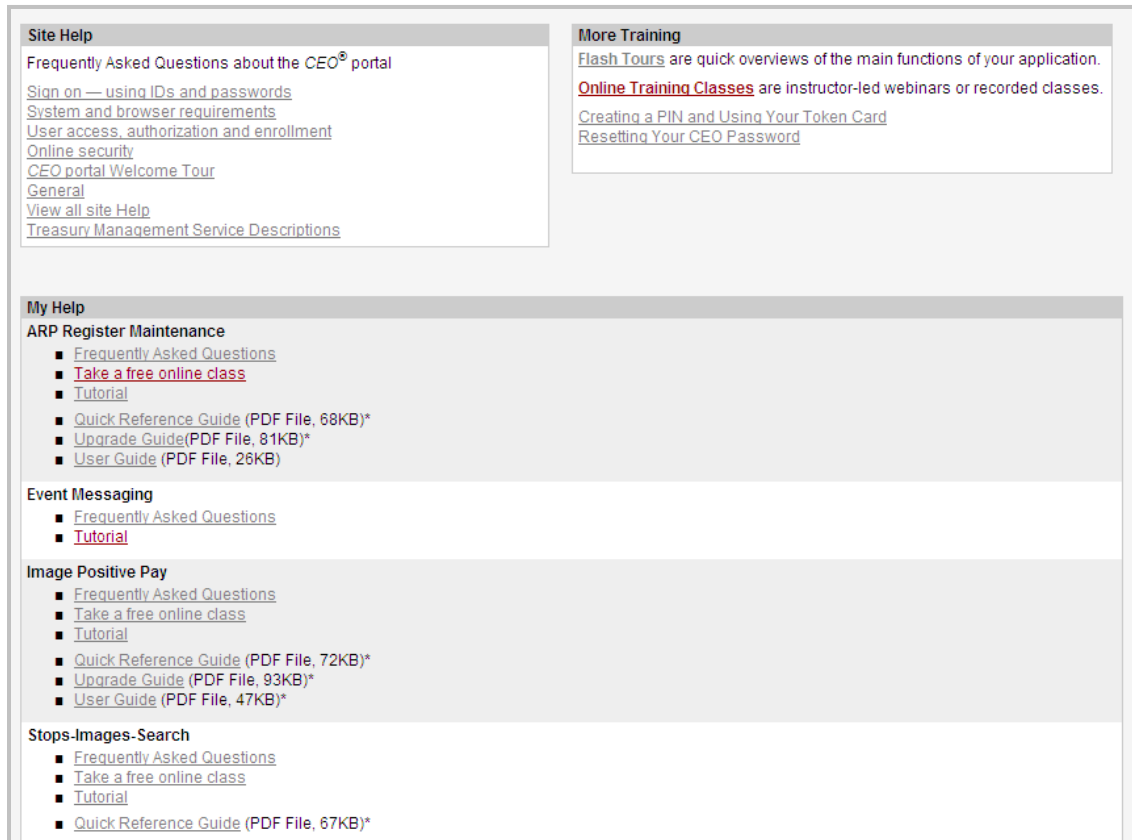
On track	At risk	On hold	Past due	Complete
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*The expected completion date status is a color-coded tracking mechanism that provides a visual representation of the status of each step in the product implementation.

24. Indicate your plans for educating and training the Clerk employees in the use of your system.

Training on the *CEO* portal is available to the Clerk during all phases of your implementation, including during your decision-making process, and ongoing throughout your relationship with Wells Fargo.

The online portal includes access to product demos (a screen shot is shown below), and your staff can access tutorials and sign up for webinars taught by trained product experts. User guides and answers to frequently asked questions are also easily found on the site.



We supply on-demand, pre-recorded modules online. This approach offers flexibility, so your staff can train when it is most convenient for them. Tutorials are especially useful for training new hires or for individuals learning a new job. These audio and visual recordings are available 24 hours a day, 7 days a week.

Webinars are instructor-led; your staff dial in to a conference call and follow an interactive online presentation. Attendees can ask questions of the instructor, find solutions to their specific issues, and chat with other users.

During the setup of your services, your Implementation Coordinator, Gayle Montgomery, will put you in touch with our technical experts whenever you need them.

While we provide our training tools online, after your implementation is complete, your dedicated client service officer, and the Treasury Management Client Services team will always be available to help your staff with questions about your new banking services. Our Technical Support Group is available to assist with technical issues that Client Services may not be able to resolve.

Should you need additional room for descriptions, please feel free to continue on a separate piece of paper, clearly identifying the question number and "Exhibit C"

EXHIBIT D

SWORN STATEMENT UNDER SECTION 287.133
(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP 2014-001 For Banking Services

2. This sworn statement is submitted by Wells Fargo Bank, N.A.
(Name of entity submitting sworn statement)
whose business address is: 200 S Biscayne Blvd, Miami, FL 33131

(if applicable) its Federal Employer Identification Number (FEIN) is 94-1347393

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Lance Aylsworth and my relationship to the entity named
(please print name of individual signing)
Vice President
above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime;
or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**
To the best of my knowledge,

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)
 6-10-14
(Date)

STATE OF Florida
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Lance M. Suorath , who, after first being sworn by me, affixed his/her signature in the space provided on this 10th day of June , 2014.

Kelly E. Dziubek
NOTARY PUBLIC
Commission number: EE 175918
Commission expires: 03/05/2016



Kelly E. Dziubek
State of Florida
My Commission Expires 03/05/2016
Commission No. EE 175918

Exhibit E
RFP 2014-001Banking
Services
Letter of
Intent

The Wells Fargo Bank, N.A. intends to respond to the Request for Proposal for Banking Services by the Collier County Clerk of the Circuit Court. We understand that any changes, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

Lance Aylsworth

Name

Wells Fargo Bank, N.A.

Financial Institution

200 s. Biscayne Boulevard, 14th Floor

Address

Miami, FL 33131

305-789-4824

Telephone Number

305-789-4944

FAX Number

Lance.aylsworth@wellsfargo.com

E-mail Address

Please fax this form "Attention: Alina Bee" at 239/252-8838.

Exhibit E
RFP 2014-001Banking
Services
Letter of
Intent

The Wells Fargo Bank, N.A. intends to respond to the Request for Proposal for Banking Services by the Collier County Clerk of the Circuit Court. We understand that any changes, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

Jackie Kobialko

Name

Wells Fargo Bank, N.A.

Financial Institution

One E. Broward Boulevard, 3rd Floor

Address

Ft. Lauderdale, FL 33301

954-467-5125

Telephone Number

877-402-8481

FAX Number

Jacqueline.kobialko@wellsfargo.com

E-mail Address

Please fax this form "Attention: Alina Bee" at 239/252-8838.

**EXHIBIT F
BAI CRITICAL QUALITY INDICATOR**

Critical Quality Indicator	Indicator Reported for the Last BAI Survey	Tracking Frequency	Period Covered	Last Two Measurements
File Processing Error Rate # of Files Processed Incorrectly _____ x 1,000 Total # of Files Processed	Please refer to our response in section III. Scope of banking services, M. Wholesale Lockbox services, question #4 for a table of BAI accuracy rates Wells Fargo tracks.			
Item Processing Error Rate # of Items Processed Incorrectly _____ x 10,000 Total # of Items Processed	Please refer to our response in section III. Scope of banking services, M. Wholesale Lockbox services, question #4 for a table of BAI accuracy rates Wells Fargo tracks.			
Failed/Late Processing Error Rate # of Files Not Processed or Processed Late _____ x 1,000 Total # of Files Processed	Please refer to our response in section III. Scope of banking services, M. Wholesale Lockbox services, question #4 for a table of BAI accuracy rates Wells Fargo tracks.			
Failed/Late Item Processing Error Rate # of Items Not Processed or Processed Late _____ x 10,000 Total # of Items Processed	Please refer to our response in section III. Scope of banking services, M. Wholesale Lockbox services, question #4 for a table of BAI accuracy rates Wells Fargo tracks.			
Check Encoding Error Rate # of (Bank Encoded) Items with Encoding Errors _____ x 100,000 Total # of Items Encoded by Bank	Wells Fargo does not track and report this information for the BAI survey. However, we do perform internal quality control.			
Check Reject Rate # of Rejects _____ x 1,000 Total # of Items Processed	Wells Fargo does not track and report this information for the BAI survey. However, we do perform internal quality control.			

Coin & Currency Provided Error Rate # of Coin and Currency Order Errors _____ x 1,000 Total # of Coin and Currency Orders Filled	99.994%* *Accuracy of order processing. Performance tracked internally and results are published internally.	Monthly	October, 2013	August 2013 - 99.992%* September 2013 - 99.995%* *Accuracy of order processing
Commercial Deposit Error Rate # of Commercial Deposit Processing Errors _____ x 1,000 Total # of Commercial Deposits Processed	99.976* *Accuracy of deposit processing. Performance tracked internally and results are published internally.	Monthly	October, 2013	August 2013 - 99.973%* September 2013 - 99.979%* *Accuracy of deposit processing
Reporting Error Rate # of Clearing Total Errors Reported _____ x 100 # of Clearing Totals Reported	** Please see comments at the bottom			
Reporting Delay/Failure Rate # of Total Presentment Files Sent After Deadline _____ x 100 # of Total Presentment Files	** Please see comments at the bottom			
Reconciliation Error Rate # of Reconciliations with Errors by Account _____ x 100 Total # of Reconciliations by Account	Wells Fargo does not track and report this information for the BAI survey. However, we do perform internal quality control.			
Reconciliation Statement Delay/ Failure Rate # of Reconciliation Statements Not Released after Goal _____ x 100 Total # of Reconciliation Statements Released	Wells Fargo does not track and report this information for the BAI survey. However, we do perform internal quality control.			
ACH Origination File Error Rate Origination Files Processed with Errors _____ x 1,000 Total # of Origination Files Processed	April, 2014 0.0000	Monthly	February, 2014 March, 2014	0.0000 0.0000
ACH Failed/Late File Delivery Rate # of ACH Origination Files Not Processed or Processed Late _____ x 1,000 Total # of Origination Files Processed	April, 2014 0.0000	Monthly	February, 2014 March, 2014	0.0000 0.0000

ACH Failed /Late File Receipt Date # of ACH Receipt Files Not Posted on Time _____ x 1,000 Total # of ACH Files Processed	April, 2014 0.0000	Monthly	February, 2014 March, 2014	0.0000 0.0000
Payment Error Rate Wire Transfers Processed with Errors _____ x 1,000 Total # of Wire Transfers Processed	April, 2014 0.0026	Monthly	February, 2014 March, 2014	0.0082 0.0086
Failed/Late Execution Rate # of Failed/Late Wire Transfer Payments _____ x 1,000 Total # of Wire Transfers Processed	April, 2014 0.00138	Monthly	February, 2014 March, 2014	0.00008 0.00000

**On a monthly basis we internally report and publish presentment results and the dollars and items captured in the first presentment.

Our three-month performance record for meeting presentment deadlines is shown in the table below.

Savannah	February 2014	March 2014	April 2014
On-time rate for meeting deadlines*	1st: 100%	1st: 100%	1st: 100%
	2nd: 100%	2nd: 100%	2nd: 95.45%

*Items and dollars are shown in the same presentment totals.

At our Savannah endpoint, in the first quarter of 2014, our customers received an average of 99.85% of dollars and 99.73% of items in the first presentment. Consequently, the remainder of items and dollars were included in the second presentment.

Wells Fargo audited financial statements for the previous two years

You can find our previous two years annual report at:

[wellsfargo.com/invest_relations/annual](https://www.wellsfargo.com/invest_relations/annual).

Wells Fargo availability schedules

Please see next page.



Commercial / Commercial Checking / National Bank customers

Desktop Deposit[®] service with Smart Decision[®] availability schedule

All Wells Fargo electronic deposits to a commercial or national bank account enabled with the *Smart Decision* service¹ and received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

Collected funds

Items converted to ACH	
Wells Fargo Bank checks*	Same day
All other checks	One day
Items not converted to ACH	
Wells Fargo Bank checks*	Same day
U.S. government checks	One day
All other checks	One day

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

*Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.

This schedule is subject to change without notice.

¹The *Smart Decision* service is available for *Desktop Deposit* service customers and is used to convert eligible items to ACH debits. Items not eligible for ACH conversion, such as business checks, would be subject to the standard availability for *Desktop Deposit* service items.





Lockbox accelerated availability schedule: Eastern States

Lockbox deposits received before the published ledger deadline receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	Same day
All other checks	One day

Ledger deadline (local time)

Monday - Friday: 1800

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day. This schedule is subject to change without notice.





Cash vault or store deposit with the *Smart Decision*[®] service

Availability schedule

Cash vault or store check deposits made to a commercial or national bank account enabled for the *Smart Decision*[®] service¹ received before the published cutoff time, receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks	Same day
Checks converted to ACH	One day

Items not converted to ACH receive the standard check deposit availability.

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional business day.²

This schedule is subject to change without notice.

¹ The *Smart Decision* service is available to cash vault or store check deposits and is used to convert eligible items to ACH debits. Items not eligible for ACH conversion, such as business checks, would be subject to the standard availability for cash vault or store items. Please refer to the published check deposit availability schedule for more details.

² A business day is defined as every day except Saturday, Sunday, and federal holidays.



Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office receive collected funds in accordance with the following schedule:

	Collected funds
Wells Fargo Bank checks ¹	Same day
U.S. government checks	One day
Select financial institution checks ²	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

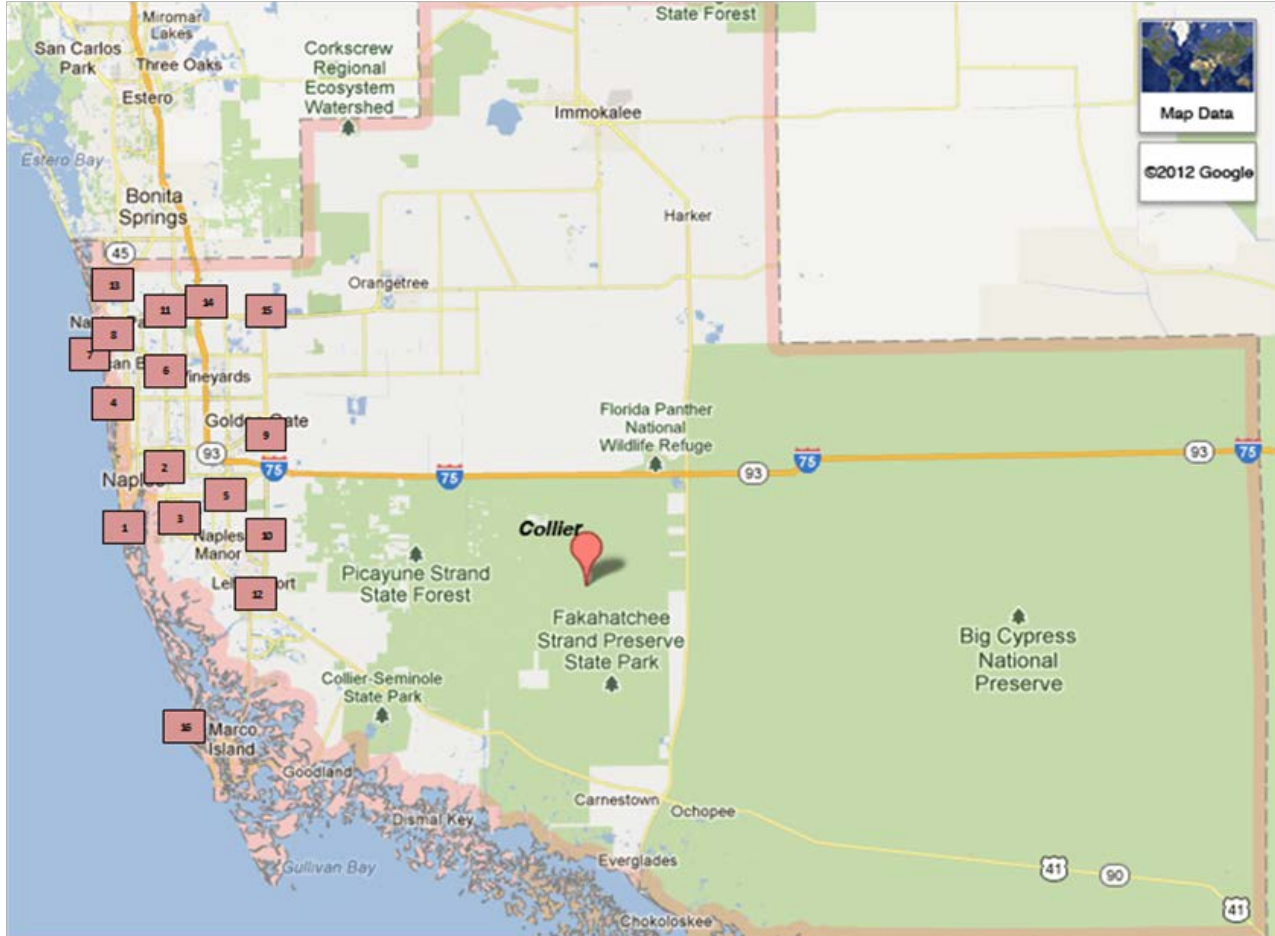
² Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.



Map of Wells Fargo banking stores in Collier County

Please see next page.

Map of Wells Fargo banking stores in Collier County



Banking store information

Banking store	Banking services	Hours
<p>1. Downtown Naples 900 5th Avenue S Suite 101 Naples, FL 34102</p> <p>Phone: 239-435-3120</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>2. Airport Road 125 Airport Pulling Road N Naples, FL 34104</p> <p>Phone: 239-435-3100</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM Deposit Cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>3. East Naples 4901 Tamiami Trail E Naples, FL 34113</p> <p>Phone: 239-732-3600</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM Deposit Cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>4. Park Shore 820 Park Shore Drive Naples, FL 34103</p>	<p>Cashier Check Check Cashing Drive up accessible</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m.</p>

Banking store	Banking services	Hours
<p>Phone: 239-435-3160</p>	<p>Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible</p>	<p>Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM Deposit Cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>5. Radio Road 7255 Radio Road Naples, FL 34104</p> <p>Phone: 239-353-1831</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>6. Carillon Place 5094 Airport Pulling Road N Naples, FL 34105</p> <p>Phone: 239-435-3310</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Wheelchair accessible</p>	<p>Lobby hours Mon-Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (2) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>7. Pelican Bay 5801 Pelican Bay Boulevard Naples, FL 34108</p> <p>Phone: 239-598-7575</p>	<p>Cashier Check Check Cashing Money Order New Account Openings Safe Deposit Box Notary</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat-Sun: Closed</p> <p>ATMs (1) Hours vary</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>

Banking store	Banking services	Hours
<p>8. Pelican Bay MB 5801 Pelican Bay Boulevard Naples, FL 34108</p> <p>Phone: 239-598-7575</p>	<p>Check Cashing Drive up accessible</p>	<p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat-Sun: Closed</p>
<p>9. Golden Gate 4795 Golden Gate Parkway Naples, FL 34116</p> <p>Phone: 239-352-3400</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible</p>	<p>Lobby hours Mon-Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (2) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>10. Rattlesnake Hammock 8615 Collier Boulevard Naples, FL 34114</p> <p>Phone: 239-530-5500</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat-Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat-Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>11. Vanderbilt 2470 Vanderbilt Beach Road Naples, FL 34109</p> <p>Phone: 239-597-6040</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>12. Eagle Creek 12604 Tamiami Trail E Naples, FL 34113</p> <p>Phone: 239-732-3630</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p>

Banking store	Banking services	Hours
	Safe Deposit Box Notary	<p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>13. North Naples 11075 Tamiami Trail N Naples, FL 34108</p> <p>Phone: 239-594-2420</p>	Bank services Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>14. The Strand 5610 Strand Boulevard Naples, FL 34110</p> <p>Phone: 239-594-2413</p>	Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>15. Pebblebrooke Plaza 15219 Collier Boulevard Naples, FL 34119</p> <p>Phone: 239-352-1783</p>	Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary	<p>Lobby hours Mon-Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p>

Banking store	Banking services	Hours
		<p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>
<p>16. Marco Island 1090 N Collier Boulevard Marco Island, FL 34145</p>	<p>Cashier Check Check Cashing Drive up accessible Money Order New Account Openings Safe Deposit Box Notary Wheelchair accessible</p>	<p>Lobby hours Mon-Thu: 9:00 a.m. to 5:00 p.m. Fri: 9:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>Drive-up hours Mon-Thu: 8:00 a.m. to 5:00 p.m. Fri: 8:00 a.m. to 6:00 p.m. Sat: 9:00 a.m. to 2:00 p.m. Sun: Closed</p> <p>ATMs (1) 24 hours</p> <p>ATM deposit cutoff Mon-Fri: 9:00 p.m. same day Sat-Sun and holidays: Next business day</p>

Statement of QPD and collateral verification

Wells Fargo is a fully Qualified Public Depository pursuant to Chapter 280, Florida Statutes. Please see attachment on the next page.



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

WELLS FARGO BANK, NATIONAL ASSOCIATION
101 NORTH PHILLIPS AVENUE
SIOUX FALLS, SOUTH DAKOTA 57104

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 20th day of August, 2010.

Handwritten signature of Alex Sink in cursive script.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



Wells Fargo Bank, N.A.
1525 West WT Harris Blvd, MAC D1115-04B
Charlotte, NC 28262-0675

RE: Collier County

Please be advised that public fund balances on deposit with Wells Fargo Bank, N.A., in excess of FDIC coverages, would be continuously collateralized under **Florida State Code - Chapter 280**.

The following is a summary of our collateral position for the pooling of public funds as required by chapter 280 for the period ending May 31, 2014.

As per your request, the following information is as of: **5/31/2014**

Deposits secured by Collective Pool: \$4,169,145,800.04

Securities Pledged to Secure Deposits:

\$6,756,514,162.00	Original Face
\$3,051,092,644.65	Current Par
\$3,063,361,705.39	Market Value
\$4,563,361,705.39	Collateral Value

Custodian Holding Collateral: Bank of New York Mellon, A/C #: 0CO

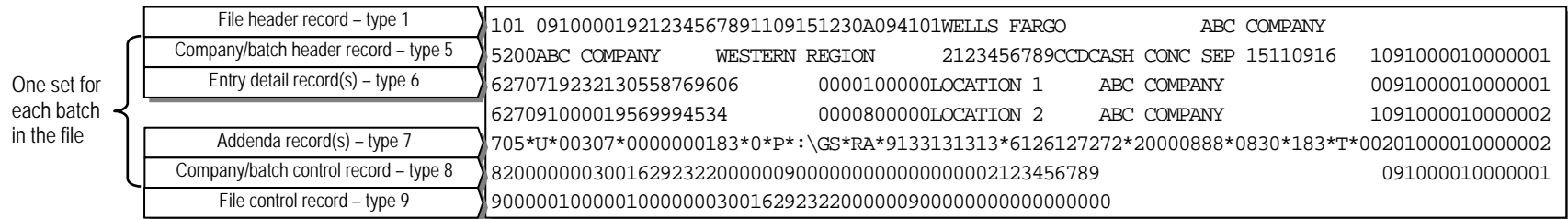
If you have questions, please do not hesitate to call. I can be reached at **1-877-479-6603**.

Sincerely,

Government & Institutional Banking

File Format Supplement — Single Batch

File record types ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.



File header record – type 1

101 09100001921234567891109151230A094101WELLS FARGO													ABC COMPANY	
Sample	1	01	091000019	2123456789	110915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY		
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94	
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code	
Field type	Constant	Constant	Constant b091000019, (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	(Optional)	

Company/batch header record – type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05050915													1091000010000001	
Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	110915	1	09100001	0000001		
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94	
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number	
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric (optional)	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric (optional)	Format YYMMDD	Reserved (eave blank)	Constant	Constant	Sequential starting from 0000001	

Entry detail record – type 6

6270719232130558769606											0000100000LOCATION 1		ABC COMPANY		0091000010000001	
Sample	6	27	07192321	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001					
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94					
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number					
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric (required for SEC code ARC, POP, or RCK)	Alphanumeric (SEC code CTX must use field 55-58 to indicate number of addenda records)	Two spaces or (Rb or Sb (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001					

Together we'll go far



Addenda record — type 7

705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	7	05	*U*00307*...*T*002010 0001		0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related Information	Addenda Sequence Number	Entry Detail Sequence Number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each Entry Detail record	Numeric

Company/batch control record — type 8

82000000030016292322000000900000000000000002123456789 091000010000001
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	8	200	000003	0016292323	00000900000	00000000000	2123456789	09100001	0000001		
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

9000002000001000000040026692327000000900000000000200000
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	9	000002	000001	00000004	0026692327	00000900000	00000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric (optional)	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

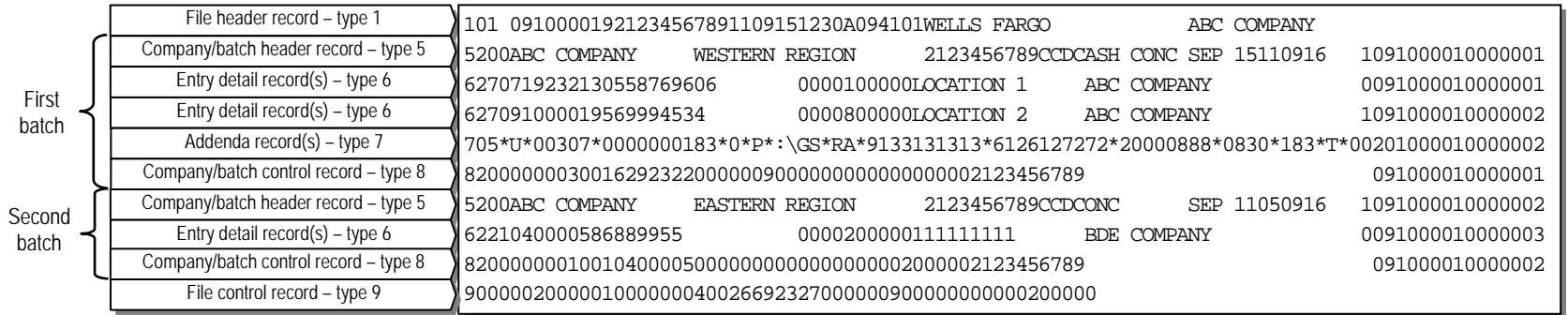
Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts		Transaction codes for savings accounts	
22	Credit	32	Credit
23	Prenote credit	33	Prenote credit
27	Debit	37	Debit
28	Prenote debit	38	Prenote debit

File Format Supplement – Multiple Batch

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a multi-batch ACH file.



File header record – type 1

101 09100001921234567891109151230A094101WELLS FARGO	ABC COMPANY
-----1-----2-----3-----4-----5-----6-----7-----8-----9-----	
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4	
Sample 1 01 091000019 2123456789 110915 1230 A 094 10 1 WELLS FARGO ABC COMPANY	
Position 1 2-3 4-13 14-23 24-29 30-33 34 35-37 38-39 40 41-63 64-86 87-94	
Field Record type Priority Wells Fargo R/T no. File ID File creation date File creation time File ID modifier Record size Blocking factor Format code Origination bank Company name Reference code	
Field type Constant Constant Constant b091000019, (b=space) Wells Fargo-assigned ID Format YYMMDD Format HHMM in military format Incremental (A, B, C...) Constant Constant Constant Constant Alphanumeric (Optional)	

Company/batch header record – type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05050915 1091000010000001
-----1-----2-----3-----4-----5-----6-----7-----8-----9-----
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4
Sample 5 200 ABC COMPANY WESTERN REGION 2123456789 CCD CASH CONC SEP 15 110915 1 09100001 0000001
Position 1 2-4 5-20 21-40 41-50 51-53 54-63 64-69 70-75 76-78 79 80-87 88-94
Field Record type Service class code Company name Company discretionary data Company ID SEC code Company entry description Company descriptive date Effective entry date Settlement date Originator status code Wells Fargo R/T no. Batch number
Field type Constant 200; 220 (credits only); or 225 (debits only) Alphanumeric Alphanumeric (optional) Wells Fargo-assigned ID See SEC code list Alphanumeric Alphanumeric (optional) Format YYMMDD Reserved (eave blank) Constant Constant Sequential starting from 0000001



Entry detail record — type 6

6270719232130558769606 0000100000 LOCATION 1 ABC COMPANY 0091000010000001
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	6	27	07192321	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric (required for SEC code ARC, POP, or RCK)	Alphanumeric (SEC code CTX must use field 55-58 to indicate number of addenda records)	Two spaces or (Rb or Sb (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Addenda record — type 7

705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	7	05	*U*00307*...*T*002010 0001				0000002
Position	1	2-3	4-83	84-87			88-94
Field	Record type	Addenda type code	Payment-related Information		Addenda Sequence Number		Entry Detail Sequence Number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric		Sequential number beginning with 0001; Resets to 0001 for the beginning of each Entry Detail record		Numeric

Company/batch control record — type 8

82000000030016292322000000900000000000000000002123456789 091000010000001
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	8	200	000003	0016292323	000000900000	000000000000	2123456789		09100001	0000001	
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

90000020000010000000400266923270000009000000000000200000
 -----1-----2-----3-----4-----5-----6-----7-----8-----9-----
 123456789012345678901234567890123456789012345678901234567890123456789012345678901234

Sample	9	000002	000001	00000004	0026692327	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric (optional)	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes		Transaction codes for checking accounts		Transaction codes for savings accounts	
PPD	Prearranged payment and deposit entries	22	Credit	32	Credit
CCD	Corporate credit or debit	23	Prenote credit	33	Prenote credit
CTX	Corporate trade exchange	27	Debit	37	Debit
		28	Prenote debit	38	Prenote debit

Treasury Management Product Enrollment

Customer Information

Customer Name	Collier County Clerk of the Circuit Court	CEO Company ID	_____
Street Address	_____		
City	_____	State	_____
		Zip	_____
Country Name	United States	Country Code (if applicable)	_____
Primary Contact	_____	Phone	_____
Email Address	_____	Fax	_____

Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block ("Customer" or "Company") has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling as of the date of this form. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.

Customer has granted the person(s) signing the signature block the authority on Customer's behalf to (i) enter into this and other agreements with Bank for Services on or after the Effective Date of this form and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this form and the Services.

Customer's use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

"Customer" may also be referred to as "Company" in the Service Documentation.

Customer Entity

Name(s)	Collier County Clerk of the Circuit Court	TIN(s)	000000000
	_____		_____

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed Name of Authorized Signer _____ Phone _____

Signature _____ Date _____

INTERNAL BANK USE ONLY

Bank Approval

Printed Name of Relationship Manager/Authorized Approver _____ Phone _____

Relationship Manager/Authorized Approver Signature* _____ Date _____

**By signing this document you are approving and acknowledging this individual is authorized to make these changes on behalf of this company.*

Voice Wire Only - Submitter Information & Instructions

Submitter Name _____ Submitter Phone _____

Submitter E-mail _____ Submitter Fax _____

NOTE: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

Commercial Account Agreement

Effective March 1, 2013

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I. Terms Applicable to All Commercial Deposit Accounts

Introduction

In this Commercial Account Agreement (“Agreement”), “Company” refers to the owner or accountholder of a Wells Fargo bank commercial deposit account (“Account”). “Bank” refers to the Wells Fargo bank at which Company’s Account is maintained. This Agreement includes the following disclosures applicable to Bank’s commercial deposit accounts and related services (each, a “Service”), that Bank has separately provided to Company: (i) the schedule of Bank’s fees and other account-related information (the “fee and information schedule”), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company’s Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company’s Account from an Authorized Signer on Company’s Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer’s authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company’s Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank’s signature card for Company’s Account or by using Company’s Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An “Affiliate” is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An “Authorized Signer” is a person who has Company’s actual or apparent authority to transact business on Company’s Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" includes a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip), automatic

transfer, and electronic transaction (including a wire transfer, an ACH transfer and a Consumer ACH Debit Entry), any written document created or authorized in Company's name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

Ledger Balance.

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.

An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.

A "Paper Item" is an Item that is in paper form.

Service.

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement

Agreement to Arbitrate.

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least

\$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to

make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or

results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes

specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's

address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any

regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.
- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement, Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities,

judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of its obligations under this Agreement if its performance is delayed, hindered

or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account

General.

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a “non-U.S. Item”). If Bank accepts a non-U.S. Item for deposit to Company’s Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank’s current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company’s Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank’s funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company’s Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company’s Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company’s Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company’s account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank’s posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH).

All states except Nevada

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Nevada only

If there are multiple transactions, the transactions will be sorted in sequential order if the Item has a serial number. Items without a serial number will be paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company’s Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company’s Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank

may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over \$100"); (ii) the Paper Item is staledated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- **Pay the Item** and create an Overdraft on Company's Account.
- **Return the Item** if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an “Earnings Allowance” which, depending on the arrangement with Bank, may be applied against that month’s fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an “Earnings Allowance Rate,” which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank’s depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank’s confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company’s account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank’s Use of Funds.

Bank may benefit from having the use of funds in customers’ non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as “spread”. It is not possible to quantify the benefit to Bank that may be attributable to a particular customer’s funds because funds from all customers’ non-interest bearing accounts are aggregated both for purposes of reducing Bank’s borrowing costs and for investment and because Bank’s use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank’s anticipated funding needs. Bank’s use of funds as described in this paragraph has no effect or impact on Company’s use of and access to funds in Company’s account.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on Company.

Disclosure of Information.

Generally, absent Company's consent, Bank will not disclose information about Company's Account, but may do so under the following circumstances: (i) to comply with the laws governing this Agreement; (ii) in connection with examinations by state and federal banking authorities; (iii) to comply with any legal process, including without limitation a subpoena, search warrant or other order of a government agency or court; (iv) when Bank determines that disclosure is necessary or appropriate in order to complete a transaction; (v) to verify the existence and condition of Company's Account for a third party, such as a merchant or credit bureau;

(vi) to provide information to Company's legal representative or successor; (vii) when reporting the involuntary closure of Company's Account; (viii) when Bank concludes that disclosure is necessary to protect Company, Company's Account, or the interests of Bank; (ix) to agents, independent contractors, and other representatives of Bank in connection with the servicing or processing of Company's Account or Account transactions, Account analysis or similar purposes; (x) to Bank's Affiliates and affiliated companies; or (xi) if Company gives Company's permission.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver

will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes

to maintain in such account (the “Target Balance”). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company’s Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number (“TIN”) certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service (“IRS”) Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company’s Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/or*, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual’s death, Bank must be provided with the individual’s estate’s or successor’s TIN or Bank may either refuse to pay interest earned on Company’s Account since the date of the individual’s death or withhold a portion of the interest that has been earned on Company’s Account since the date of the individual’s death.

Commercial Savings Accounts

Bank's Right to Require Notice.

Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's savings Account.

Limitations on Transfers from Company's Savings Account.

Preauthorized transfers, automatic transfers, online transfers, payments to other persons and transfers by telephone from Company's savings Account are limited to six (6) a month.

Preauthorized transfers include automatic bill payments, transfers to Company's other Accounts with Bank or automatic transfers to other persons that Company has authorized Bank to make. If Bank permits transfers from Company's savings Account by check, draft, point of sale POS purchases, check card or any similar order for withdrawal, no more than three (3) of the six (6) transfers may be made by such means in a calendar month or statement cycle. If Bank determines that Company is exceeding the limits described above on more than an occasional basis, Bank will, at its option, either close Company's savings Account, transfer the funds on deposit in Company's Account to another account that Company is eligible to maintain, or terminate Company's right to make transfers and write Items against Company's savings Account.

Commercial Time Accounts

General.

Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

III. Funds Transfers**General.**

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National

Automated Clearing House Association and any regional association (each, an “ACH”) and Clearing House Interbank Payments System (“CHIPS”). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company’s Account through the statement for Company’s Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company’s Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company’s Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company’s Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

IV. Selected Services

Stagecoach Deposit® – ATM Deposit Only Card Service.

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company

will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® – Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit® - Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.



Commercial Account Signature Card

I. Account Title(s)

Account #1 _____ CoID _____ (Internal Use Only)	Account #2 _____ CoID _____ (Internal Use Only)
Account Type: <input type="checkbox"/> Checking (Non-interest) <input type="checkbox"/> Checking with Interest <input type="checkbox"/> Money Market Account <input type="checkbox"/> Other: _____	Account Type: <input type="checkbox"/> Checking (Non-interest) <input type="checkbox"/> Checking with Interest <input type="checkbox"/> Money Market Account <input type="checkbox"/> Other: _____
Title Line 1 _____ (Customer's Legal Name. Should match Federal income tax return. 40 characters max.)	Title Line 1 _____ (Customer's Legal Name. Should match Federal income tax return. 40 characters max.)
Optional Account Title Lines (40 characters max per line.)	Optional Account Title Lines (40 characters max per line.)
Title Line 2 _____	Title Line 2 _____
Title Line 3 _____	Title Line 3 _____
Title Line 4 _____ (Enter DBA Name in last available title line, if applicable.)	Title Line 4 _____ (Enter DBA Name in last available title line, if applicable.)

II. Regulation GG Certification

Customer or any entity for which account(s) will be maintained (f/b/o) engaged in business of internet gambling? Yes No

III. Authorized Account Signers

#1 _____	_____	_____
Signature	Printed Name	Position/Title
#2 _____	_____	_____
Signature	Printed Name	Position/Title
#3 _____	_____	_____
Signature	Printed Name	Position/Title
#4 _____	_____	_____
Signature	Printed Name	Position/Title

IV. Customer Acknowledgement & Agreement

On behalf of the Customer, I hereby certify, by my signature below, that each of the individuals designated in Section III above as an "Authorized Signer" is authorized, acting alone, to (a) sign checks drawn on and make cash withdrawals from the Account(s), (b) request stop payment orders for checks drawn on the Account(s), and (c) initiate funds transfers by ACH, wire or other means from the Account(s) in accordance with the Customer's contractual arrangements with Wells Fargo regarding these services. Wells Fargo may obtain credit reports or other information about the Customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgment, have a legitimate purpose for obtaining the information.

I acknowledge that the Customer has received Wells Fargo Bank's Commercial Account Agreement and agree that its terms and conditions, as amended from time to time, will govern the Account(s).

Printed Name	Position / Title
Authorized Signature	Date

V. Substitute Form W-9

W-8 provided for Foreign Entity (Substitute W-9 Does Not Apply)

Customer's Legal Name (as shown on Customer's Federal income tax return)

Business Name/Disregarded Entity Name (if different from above)

Individual/Sole Proprietor C Corporation S Corporation Partnership Trust Estate

Limited Liability Company Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____

Other _____

Address (number, street, and apartment or suite number)

City _____ State _____ ZIP Code _____

Part I. Taxpayer Identification Number (TIN)

Enter your TIN on the appropriate line below. The TIN provided must match the Customer's legal name on the first line of this Section V to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Form W-9 Part I instructions at www.irs.gov for additional information. For other entities, it is your employer identification number (EIN).

Social Security Number (SSN) _____ Employer Identification Number _____

Part II. Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

You must check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

3. I am a U.S. citizen or other U.S. person, and (See the Form W-9 Part II instructions at www.irs.gov for additional information.)

4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Printed Name _____ Position / Title _____

Authorized Signature _____ Date _____

Bank Use Only		
Banker Name	Banker Telephone	Banker MAC
AU	RAU	Officer #
Submitter Name	Submitter Phone #	

MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES

The Service Documentation described below contains the terms under which Wells Fargo Bank, National Association (“Bank”) provides treasury management services (“Services”). The Bank customer to which the Services will be provided (“Company”) is identified in the Acceptance of Services (“Acceptance”).

Bank and Company agree:

1. **Service Documentation.** The Service Documentation for each Service includes:
 - 1.1. The Service Description.
 - 1.2. The Acceptance.
 - 1.3. This Master Agreement for Treasury Management Services (“Master Agreement”).
 - 1.4. The account agreement for the deposit account(s) (each, an “Account”) that Company or Company’s affiliate or subsidiary maintains at Bank or Bank’s affiliate in connection with a Service. The account agreement includes the Dispute Resolution Program that Company and Bank agree to use to resolve any disagreements between Company and Bank regarding accounts and Services governed by the Service Documentation.
 - 1.5. User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.
 - 1.6. The set-up form(s) for each Service.

The Service Documentation also applies to a Service that is provided by an affiliate of Bank and a Service that is used by an affiliate or a subsidiary of Company. “Bank” includes each such affiliate, and “Company” includes each such affiliate and subsidiary. If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above. Company acknowledges receiving a copy of the Service Documentation for each Service Bank provides to Company.

2. **Services.** Bank and Company will agree upon the Service(s) to be provided.
3. **Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time upon prior written notification to Company. If Company discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Company continues to use a Service after the change becomes effective, it will be bound by the change.
4. **Term and Termination.** Unless terminated sooner in accordance with the Service Documentation, this Master Agreement and all Services will continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Bank may terminate any Service (a) following notice to Company of a breach of any provision of the Service Documentation and Company’s failure to cure the breach within fifteen (15) days of the date of

such notice, or (b) without notice to Company if (i) Company is subject to a petition under the U. S. Bankruptcy Code or (ii) Bank determines in its sole discretion that a material adverse change has occurred in Company's ability to perform its obligations under the Service Documentation. The termination of a Service will not affect Company's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Company for any losses or damages Company may incur as a result of any termination of any Service.

5. **Service Fees.** Company will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit Company's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Company for such amounts, which Company shall promptly pay. Bank may assess finance charges at a rate of 1.5% per month (18% per annum) or the highest rate permitted under applicable law (determined in accordance with section 8.1), whichever is less, on any invoiced fees or taxes not paid within thirty (30) days of the due date and will apply payments and other reductions of amounts owed first to unpaid interest and then to other fees and charges.
6. **Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and software constitute Bank's or its vendor's confidential information ("Confidential Information"), and Company will not acquire any ownership interest in or rights to Confidential Information as a result of Company's use of any Service. Company will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Company's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Company will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Company (or its employees or agents) is responsible for the Unauthorized Use, Company will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.
7. **Liability and Indemnification.**
 - 7.1. Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.
 - 7.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Company; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Company's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.
 - 7.3. All uses of Services through Company's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Company. Company's failure to protect Codes may allow an unauthorized party to (a)

- use the Services, (b) access Company's electronic communications and financial data, and (c) send or receive information and communications to Bank. Company assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.
- 7.4.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- 7.5.** Company will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Company will cooperate fully (and at its own expense) with Bank in recovering a loss. If Company is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Company.
- 7.6.** Any claim, action or proceeding against Bank for losses or damages arising from a Service, including Bank's honoring or dishonoring a check covered by a Service, must be brought within one (1) year from the date of the act or omission or in the case of a check from the date the check was first paid or returned by Bank.
- 7.7.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Company, Bank may, upon notice to Company, suspend or discontinue the affected Service.
- 7.8.** Except in the case of Bank's negligence or intentional misconduct, Company will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Company; and (c) if the Service includes a license or sublicense of any software to Company, the use or distribution of the software by Company or any person gaining access to the software through Company that is inconsistent with the license or sublicense.
- 7.9.** Bank will only be liable to Company for Company's direct monetary losses due to Bank's negligence or intentional misconduct. Except in the case of Bank's gross negligence or intentional misconduct, Bank's liability to Company will be limited to an amount not to exceed ten (10) times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred). Except as expressly provided otherwise in the Service Documentation, neither party to this Master Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8. Miscellaneous.

- 8.1.** The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the state in which the office of Bank that maintains the Account is located, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Company as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.
- 8.2.** The Service Documentation is the entire agreement between Bank and Company and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- 8.3.** Company will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Company's financial condition or any previously unprepared financial statements which Bank may require Company to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.
- 8.4.** Company warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.
- 8.5.** If Company employs an agent in connection with its use of any Service, Company represents and warrants to Bank that (a) Company's governing body has duly authorized the agent and (b) Company will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding Company's use of a Service from Company's agent will be deemed to be a communication from Company, and Company authorizes Bank to communicate with Company's agent regarding any such communication or Service.
- 8.6.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for Company in Bank's records, and any notice from Bank will be effective when sent. Company will use the address where Company's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from Company will be effective when actually received by Bank. Bank will be entitled to rely on any notice from Company that it believes in good faith was authorized by an authorized representative of Company and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.
- 8.7.** Sections 1, 4, 5, 6, 7, and 8 will survive termination of this Master Agreement.

FUNDS AVAILABILITY POLICY

Wholesale Banking

Effective March 16, 2014



The policy of Wells Fargo Bank, National Association (“Bank” or “Wells Fargo”), is to delay the availability of funds from Company’s check deposits to Company’s account (in this policy, each an “account”) in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made. During the delay, Company may not withdraw the funds in cash and Bank will not use the funds to pay checks that Company has written and fees and expenses that Company has incurred.

Determining the day of receipt

The length of the delay is counted in business days from the day of Company’s deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank’s established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company’s deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit and is explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first \$200 of a day’s check deposits made through a Wells Fargo ATM
- Cash deposited through a Wells Fargo ATM

Same business day availability

The following deposits will be available on the business day Bank receives the deposit:

- Incoming wire transfers
- Electronic direct deposits
- Cash deposited at a teller window
- Checks drawn on Bank

Next business day availability

Funds from the following deposits are available on the first business day after the day Company’s deposit is received by Bank:

- U.S. Treasury checks that are payable to Company
- Cashier’s check issued by Bank
- Checks drawn on Company’s controlled disbursement account through one of Bank’s controlled disbursement endpoints
- Certain electronic credit transfers, such as those through card networks or funds transfer systems

If Company makes the deposit in person to one of Bank's employees, funds from the following deposits are also available on the first business day after the day of Company's deposit:

- State and local government checks that are payable to Company if it uses a special deposit slip available from Bank upon request
- Cashier's, certified, and teller's checks that are payable to Company where Bank is not the issuer or drawee, if Company uses a special deposit slip available from Bank upon request
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to Company
- The first \$200 of a day's first deposit on a business day

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Other check deposits

All other check deposits are considered local checks. From Company's deposit, the first \$200 of the day's first deposit on a business day will be available on the next business day. The remaining balance will be available on the second or third* business day after the day of Company's deposit in accordance with the availability schedule or schedules discussed above.

Longer delays may apply

Funds Company deposits by check may be delayed for a longer period under the following circumstances:

- Bank believes a check Company deposits will not be paid
- Company deposits checks totaling more than \$5,000 on any one day
- Company redeposits a check that has been returned unpaid
- Company has overdrawn its account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)

If Bank cashes a check for Company that is drawn on another bank, it may withhold the availability of a corresponding amount of funds that are already in the account. Those funds will be available at the time funds from the check Bank cashes would have been available if Company had deposited it.

Holds on other funds (other accounts)

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

* Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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ACH ORIGATION SERVICE DESCRIPTION

1. **Introduction.** This Service Description is part of the Service Documentation governing Wells Fargo Bank, N. A. ("Bank") ACH Origination service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is identified in the Acceptance.
2. **Description of Services.** The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."
3. **ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.
4. **Preparation of Entries and Files; Processing Schedules.** Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays.
5. **Inconsistency of Name and Number.** If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.
6. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

6.1. **Commercial Electronic Office® (CEO®) Initiation Method.**

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard CEO® security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

6.2. **Direct Origination Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

6.3. **Payment Manager® Initiation Method.**

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages; or it may use other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each Payment Order transmitted to Bank through the VAN in Company's name.

SWIFT® File Act. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Security Procedure Elected by Company's Third Party Service Provider.

Company is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Company's behalf. Bank will authenticate each File transmitted to Bank in Company's name in accordance with the security procedure the Company's TPSP has elected. Company will notify Bank of any change to Company's TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.5. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Acceptance.

- 7. Company's Payment Obligations.** As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company's obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.
- 8. Provisional Credit.** A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.
- 9. Rejected Entries.** Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.
- 10. Cancellation, Amendment, Reversal.** Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.
- 11. Returned Entries.** Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will

reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.

12. **Reconstruction of Entries and Files.** Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.
13. **Audit.** Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.
14. **Bank's Internal Risk Parameters.** Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.
15. **International Entries.**
 - 15.1. **General.** This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction ("Receiving Country") other than the United States (each, an "International Entry"). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company's use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.
 - 15.2. **Credit Entries.** With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will convert the amount to be transferred from U.S. dollars ("USD") to the Foreign Currency at Bank's sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank's buy rate for exchange at the time the Entry is returned to Bank.
 - 15.3. **Debit Entries.** With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank's buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank's sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.
 - 15.4. **Acts or Omissions of Third Parties.** Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to

receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

16. Third-Party Sender Activities. This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.

16.1 General. Prior to originating any Entry on behalf of a customer of Company, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company's customer's business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company's customer; (c) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (d) enter into a written agreement with that customer whereby that customer agrees:

16.1.1. to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;

16.1.2. ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;

16.1.3. to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and

16.1.4. Bank may at any time refuse to process an ACH entry for that customer.

16.2. Representations and Warranties. Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.

17. Perfect NOC Service. This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.

18. Smart Decision Service. This section contains additional terms applicable to Bank's Smart Decision Service. Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank

(each, respectively, a “Company Preference,” an “Issuer Preference,” or a “Bank Preference.”) Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank’s separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank’s Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.

19. Warranties.

19.1 General. Company acknowledges Bank makes certain warranties under the ACH Rules with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank’s reasonable attorneys’ fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank’s own gross negligence or intentional misconduct.

19.2 Smart Decision Service. If Company subscribes to Bank’s Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) has received copies of the then-current ACH Rules and Reg E and will comply with both at all times Bank provides the Service.

20. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys’ fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank’s own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

21. Termination. In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

22. Survival. Sections 4, 5, and 7-20 will survive termination of the Services.

ACCOUNT RECONCILIATION PLAN SERVICE

SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Services.** Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.
- 3. Issued Check Information.** If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.
- 4. Stop Payment Orders.** If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

AUTOLINK SOFTWARE LICENSE AGREEMENT



THIS INSTALLATION PROGRAM INSTALLS CERTAIN SOFTWARE (THE "AUTOLINK SOFTWARE" or "Software") WHICH IS BEING PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF WELLS FARGO'S COMMERCIAL ELECTRONIC OFFICE PORTAL (THE "CEO PORTAL"). **YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE CONTINUING WITH INSTALLATION. CONTINUING WITH INSTALLATION MEANS THAT YOU ACCEPT AND AGREE TO FULLY COMPLY WITH ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT INSTALL THE SOFTWARE.** IN THIS AGREEMENT, THE WORDS "YOU" AND "YOUR" REFER TO THE COMPANY OR BUSINESS ENTITY USING THE CEO PORTAL AND THE AUTOLINK SOFTWARE.

- 1. SOFTWARE LICENSE.** Wells Fargo Bank, N. A. ("Wells Fargo") grants to you a non-exclusive, non-assignable, non-personal, terminable license to use the Autolink Software and Software Documentation in accordance with the terms of this Agreement (the "License"). The "Software Documentation" means the manuals, documents, instructions, or other information you receive in connection with the Software. The License confers no title or ownership in the Software or Software Documentation and is not a sale of any rights in the Software or Software Documentation. You may install the Software only on a single personal computer or a file server serving a single local area network (LAN) to be designated by you.
- 2. USE BY COMPANY.** You may use the Software including application communication components (if any) only for obtaining reports or processing transactions with Wells Fargo and for no other purpose. You may not copy or otherwise reproduce the Software or Software Documentation (except for backup and archival purposes), or make any modifications to the Software. You agree that neither you nor your employees will attempt in any way to disassemble, reverse engineer, decompile or reverse compile, or attempt to decipher or decode the Software. You will not export nor attempt to re-export the Software without an export license from the United States government or applicable jurisdiction. If you transfer possession of any copy, modification or merged portion of the Software to another party, your License is automatically terminated.
- 3. TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until terminated as provided in this Agreement. Either party may terminate this Agreement upon thirty days prior written notice. However, the License will terminate immediately in the event that (i) you violate the terms of this Agreement or (ii) your access to the CEO Portal is terminated.
- 4. OBLIGATIONS UPON TERMINATION.** Upon termination of this License Agreement, you must (i) cease all use of the Software and (ii) destroy, and then certify to Wells Fargo in writing that you have destroyed, all copies of the Software and the Software Documentation. In the event of termination, you will also pay applicable fees prorated to the actual date of termination and continue to be bound by the confidentiality provisions contained in this Agreement.
- 5. CONFIDENTIALITY.** You acknowledge that the Software and Software Documentation constitute confidential and proprietary information of Wells Fargo and other parties over which those parties assert trade secret rights and other proprietary rights. You agree that you will not copy, duplicate, or reproduce the Software or the Software Documentation, except for backup and archival

purposes. You further agree that (i) you will implement all necessary and reasonable procedures, controls and policies to protect the confidentiality of the Software, the Software Documentation and the user IDs and passwords you use to access the CEO Portal and the Software; and (ii) you will not share the Software or disclose the Software Documentation to any third party, except your employees that require access to the Software for use with the CEO Portal. You agree to employ commercially reasonable measures to protect your hardware and software systems from viruses, defects, intrusions or other unauthorized access. The confidentiality provisions of this paragraph shall survive the termination of this Agreement.

6. **LIMITATION OF LIABILITY.** THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WELLS FARGO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ADDITIONALLY, WITH RESPECT TO YOUR USE OF THE SOFTWARE, WELLS FARGO SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING DAMAGES FOR MONETARY BUSINESS LOSS. IN NO EVENT SHALL WELLS FARGO BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE CAUSED BY THE UNAVAILABILITY OF THE SOFTWARE, THE MALFUNCTION OF THE SOFTWARE, ANY INTERRUPTION OF THE SYSTEM, OR A MALFUNCTION IN ANY OF THE OTHER ELECTRONIC OR COMMUNICATIONS MEDIA OR SYSTEMS USED IN CONNECTION WITH THE SOFTWARE, WHETHER UNDER THE CONTROL OF WELLS FARGO OR OTHERWISE. The Software provided pursuant to this Agreement may contain, or be derived from portions of, material provided by a third party under license to Wells Fargo. To the extent that the Software contains products of third parties, such limitation of liability described in this section shall also apply to the third party supplier of Wells Fargo.
7. **UPDATES AND MODIFICATIONS TO THE SOFTWARE.** At any time during the term of this Agreement, Wells Fargo, in its sole discretion, may modify or alter the Software, the Software Documentation or the specific procedures to use the Software. From time to time, Wells Fargo may make updates to the Software available to you. Such updates may include defect fixes and enhancements released as point-release enhancements to the Software. You agree to promptly install such updates as they are made available to you.
8. **FEES.** You will be charged maintenance fees in connection with your use of the Software. You agree to pay such fees that have been separately disclosed to you. Wells Fargo may change the fees upon prior written notice to you.
9. **ABSENCE OF DEFECTS.** TO THE BEST OF WELLS FARGO'S KNOWLEDGE, THE SOFTWARE IS FREE FROM ANY GENERALLY KNOWN VIRUS OR ANY OTHER DEVICE, PROGRAM OR EMBEDDED CODE WHICH WOULD CAUSE THE SOFTWARE TO FUNCTION IN A MANNER OTHER THAN AS PROVIDED IN THE SPECIFICATIONS OR WOULD IMPAIR OR DAMAGE ANY HARDWARE OR SYSTEM WITH WHICH IT MIGHT BE USED. HOWEVER, WELLS FARGO MAKES NO REPRESENTATION OR WARRANTY TO THAT EFFECT AND THEREFORE ASSUMES NO LIABILITY IN THAT REGARD. YOU SHOULD THEREFORE TAKE SUCH STEPS AS ARE APPROPRIATE TO PROTECT YOUR SYSTEMS AND EQUIPMENT FROM THE EXISTENCE OF ANY VIRUS, DEFECT OR OTHER DEVICE WITHIN THE SOFTWARE.

- 10. APPLICABLE LAW.** Notwithstanding the location of the entities executing this Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT (TOGETHER WITH THE CEO ONLINE ACCESS AGREEMENT, CEO TERMS OF USE AND ANY SUPPLEMENTAL AGREEMENT FOR SPECIFIC SERVICES) IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE AUTOLINK SOFTWARE.

Cash Concentration Services Description

1. Description of Services. Bank will originate on behalf of Company debit entries ("entries") to Company's accounts maintained at Bank and other financial institutions by means of the automated clearing house (the "ACH") in which Bank is a participant for the purpose of concentrating Company's funds in an account at Bank on a daily basis (the "Services"). Bank offers several Cash Concentration Services pursuant to the terms of this Service Description, one or more of which have been separately designated by Company in the Cash Concentration Services Set-up Form delivered to Bank, and each Service is generally described as follows:

- 1.1. Cash Concentration Service: This Service will enable Company to electronically move funds from its deposit accounts located anywhere in the United States ("remote accounts") to the concentration account at Bank designated in the Concentration Account Services Set-up Form (the "Account"). Bank will assign a unique location number to each of Company's sites participating in the Service. At the end of each business day, each participating site will, in accordance with instructions in Bank's User Guide, input its deposit total for its remote account (a "deposit input") into Bank's cash concentration system via touch-tone or operator assisted telephone or computer terminal. Bank will consolidate all deposit inputs and create a file containing debit entries corresponding to each deposit input. Bank will transmit the file through the ACH system. The amount of each ACH transfer from a remote account will be deposited in the Account after settlement, and will be available to Company the next business day. Summary and detail level reports showing Company's cash concentration transactions will be available through Bank's Cash Concentration Reporting Service. Reports showing Company's Account activity will be available through Wells Electronic Banker™, InfoTouch® and WellsNet™ IE.
- 1.2. Automated Cash Concentration Service: This Service will enable Company to electronically move funds from its deposit accounts located anywhere in the United States ("remote accounts") to the concentration account at Bank designated in the Concentration Account Services Set-up Form (the "Account"). Company will specify in the Cash Concentration Set-up Form, as amended from time to time by notice to Bank, the amount to be retained in each remote account at the end of each business day ("target balance") for each remote account of Company's sites participating in the Service. On each business day (or otherwise as separately designated in writing), Bank will request remote account balances ("balance information") from the financial institutions holding remote accounts, and will calculate transfer amounts based on Company's target balance for each remote account. On the next business day, a transfer report will be available to Company via PC download or fax not later than 3 p.m. Central Time, 1 p.m. Pacific Time. The transfer report will contain sufficient information to enable Company to determine and change the amount to be transferred from each remote account on that business day. Company may change the amount of a transfer via PC not later than 8 p.m. Central Time, 6 p.m. Pacific Time on the business day on which the transfer report is first available in accordance with instructions in Bank's User Guide. On the same business day, Bank will consolidate all amounts to be transferred and transmit a file containing debit entries in the amount of that portion of each remote account's reported balance which exceeds its target balance through the ACH, and the amount of each ACH transfer from a remote account will be deposited in the Account after settlement, and will be available to Company the next business day. Summary and detail level reports showing Company's cash concentration transactions will be available through Bank's Cash Concentration Reporting Service. Reports showing Company's Account activity will be available through Wells Electronic Banker™, InfoTouch® and WellsNet™ IE.

2. Authorizations.

- 2.1. Cash Concentration Authorization: Company authorizes Bank on Company's behalf to originate ACH entries and files and to transmit debit entries through the ACH system to each financial institution holding a remote account as described in the Cash Concentration Set-up Form and in writing to Bank from time to time. This authorization will continue until Bank receives written notice that such authority is revoked and has a reasonable opportunity to act on it. Company agrees to do such acts as are necessary to authorize each financial institution holding a remote account to honor such debit entries. Bank may process files and entries either directly or through any mechanism Bank selects. With respect to each debit entry, Company represents and warrants that the corresponding deposit input is accurate and that on the dates the entry is originated, the remote account is debited and the Account is credited, the entry is authorized. If Company does not complete its deposit inputs by Bank's applicable cutoff time, as specified in the Cash Concentration Set-up Form, as amended from time to time by notice to Company, Bank will not be responsible for any failure to meet the deadlines of the ACH system transmitting the debit entries.
- 2.2 Automated Cash Concentration Authorization: Company authorizes (i) Bank, in its own name or in Company's name, to request each financial institution holding a remote account to report balance information for the remote account to Bank or its designee each business day using any method specified by Bank, (ii) each financial institution holding a remote account to comply with Bank's request for balance information and to accept each entry originated by Bank to the remote account, and (iii) Bank, if the reported balance exceeds the target balance, to transfer to the Account by ACH debit entry funds equal to the difference between the reported balance and the target balance. These authorizations will continue until Bank receives written notice that such authority is revoked and has a reasonable opportunity to act on it. Company agrees to do such acts as are necessary to authorize each financial institution holding a remote account to honor such debit entries. Bank may process files and entries either directly or through any mechanism Bank selects. With respect to each debit entry, Company represents and warrants that on the dates the entry is originated, the remote account is debited and the Account is credited, the entry is authorized. If Bank is unable to obtain balance information for a remote account by Bank's applicable cutoff time, as specified in the Cash Concentration Set-up Form, as amended from time to time by notice to Company, Bank will not be responsible for any failure to meet the deadlines of the ACH system transmitting the debit entries. Bank may designate an agent who is authorized to receive and report balance information to Bank for each remote account. Company agrees that Bank's fees for this Service may, in whole or in part, be based on fees charged to Bank or its agent by each financial institution holding a remote account.

3. General Provisions.

- 3.1 Rules: Origination, reversal, deletion, adjustment, correction, cancellation, amendment and transmission of entries will be in accordance with the Operating Rules of the ACH in which Bank is a participant as varied by this Service Description and the other Service Documentation, as amended from time to time (the "Rules"). Company acknowledges that it has had an opportunity to review and agrees to comply with and be bound by the Rules. Company will be responsible for promptly obtaining all future amendments.
- 3.2 Provisional Credit: Any credit Bank gives to Company is provisional until Bank receives final settlement and the entry for which credit was given is deemed to be finally paid as provided in this Service Description, the Rules and all laws, rules and regulations governing any aspect of the entry. If Bank does not receive final settlement, it is entitled to a refund from Company.

- 3.3 Preparation of Entries and Files; Processing Schedules: Each entry and file, including any amendments, cancellations, reversals, corrections or changes related to it will be prepared in accordance with the Rules, the Service Documentation and Bank's then current procedures. Bank will process each entry or file in accordance with its then current processing schedule, provided (i) any necessary balance information for a remote account has been received by Bank's applicable cut-off time and (ii) the ACH is open for business on that business day. If Bank receives any necessary deposit inputs or balance information for a remote account after its applicable processing deadline, Bank will not be responsible for failure to meet the applicable deadline of the ACH operator for processing and transmitting the corresponding entries or files, and Company will promptly reimburse Bank for any additional costs Bank incurs as a result. If any of the requirements of clause (i) or (ii) of this Subsection 3.3 are not met, Bank will if requested by Company use reasonable efforts to transmit entries or files for late deposit inputs or balance information to the ACH by the next applicable deadline of the ACH which is on a business day on which the ACH is open for business.
- 3.4 Reversing/Deleting Entries: At Company's request, Bank will make a reasonable effort to reverse or delete an entry, but will have no responsibility for the failure of any other person or entity to honor Company's request.
- 3.5 Notice of Receipt: Unless required by applicable law, this Service Description or the Service Documentation, Bank will have no obligation to notify Company of the receipt of funds in the Account, other than by showing it on the periodic statement for the Account.
- 3.6 Returned Entries: Bank will have no obligation to retransmit a returned entry or file to the ACH if Bank complied with the terms of this Service Description with respect to the original entry or file.
- 3.7 Warranties: Company acknowledges that under the Rules, Bank makes certain warranties with respect to each entry. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank unless the breach resulted solely from Bank's own negligence or willful misconduct.
- 3.8 Indemnification: Company acknowledges that under the Rules, Bank indemnifies certain persons. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Bank's own negligence or willful misconduct.
- 3.9 Identify Authorized Persons: Any person identified by Company in the Cash Concentration Services Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Services, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Services. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.
- 3.10 Agents: If Company elects to use an agent with respect to the Services, Company, and not Bank, will be solely responsible for the acts and omissions of Company's agent, and its agent will, without limitation, be authorized to request Bank to originate, reverse, delete, adjust, correct, cancel, amend and transmit entries and files. Bank may rely on instructions it receives from Company's agent and need not make any inquiries to verify or confirm that instructions are within the scope of the agency.

Company will certify each agent's identity and any changes to Bank in writing. Bank will be fully protected in relying on each certificate and on the obligation of Company to promptly certify any change in the agents so certified. Bank will have a reasonable time after receipt of a certification or change to act on it.

Bank may at any time use agents and/or independent contractors to process entries and files and provide all or any other portion of the Services, and will be solely responsible for the acts and omissions of its agents and independent contractors. However, Bank will not be deemed to be the agent of, nor responsible for the acts or omissions of any other person, including without limitation, Company, any Federal Reserve Bank, ACH or transmission or communications facility, any receiver or receiving depository financial institution (including without limitation the return of an entry by such receiver or receiving depository financial institution), and no such person will be deemed Bank's agent.

- 3.11 Software, Hardware and Backup Requirements: Company will, at its own cost and expense, obtain, install and, at all times during its utilization of the Services, maintain in good working order all software, hardware and other equipment necessary for it to perform in accordance with this Service Description. Company agrees to implement, on a periodic basis not less than weekly, backup-measures, including, among other things, copying onto a diskette(s) each week's current data base files. In the event of any failure of such software, hardware or other equipment, Company will deliver to Bank all data which it would otherwise have provided that is necessary for Bank to perform Bank's obligations in connection with the Services.
- 3.12 Survival: Portions of this Service Description designated 3.2, 3.7, 3.8 and 3.12 will survive termination of the Services.

COMMERCIAL ELECTRONIC OFFICE® (“CEO”®) SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. (“Bank”) Commercial Electronic Office Service (“CEO”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is the company identified in the Acceptance.
2. **Description of Service.** The CEO is Bank’s electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the CEO to access (a) Bank Services in which Company has separately enrolled (each, an “Accessed Service”) and (b) third-party sites Bank may make available through the CEO. Bank offers different channels through which Company may access the CEO that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.
3. **Access to the CEO.** When Company enrolls in the CEO and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a “Log-On Credential”) to the persons who are authorized to access the CEO on Company’s behalf (each an, “Authorized Representative”). Log-On Credentials may include without limitation Company and user IDs, passwords, token IDs and other means of providing secure access to the CEO Service that Bank adopts after the date Company begins using the CEO and may be changed by Bank at any time. Bank will have no obligation to Company to authenticate separately any communication Bank receives in Company’s name through the CEO, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank’s sole option, contact Company with respect to any communication Bank receives in Company’s name, but Bank’s election to contact Company with respect to one or more communication will not obligate Bank to contact Company with respect to any subsequent communication Bank receives in Company’s name.
4. **Administration of the CEO.**
 - 4.1. **General.** Bank offers two options for administering the CEO: (a) self-administration and (b) Bank administration.
 - 4.2. **Self-Administration.** If Company enrolls in Bank’s self-administration option, there are three categories of Authorized Representatives: Company Administrator, Administrator or User. Bank provides Bank’s then-current Log-On Credentials only to Company’s initial Company Administrator(s) who will (a) assign Bank’s Log-On Credentials to other individuals and (b) designate each such individual as (i) a Company Administrator, who may perform all functions of Company’s initial Company Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Company Administrator or an Administrator and

those in which Bank permits a User to self-enroll. Each Company Administrator and Administrator has the authority to enroll Company in additional Services. Company will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative.

4.3. Bank Administration. If Company does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Company designates. Each User Company designates will remain authorized until Bank has a reasonable time to act after receiving Company's notification that the User is no longer so authorized.

5. Restricting or Terminating Access to the CEO. Bank will not be obligated to permit any Authorized Representative to use any Service through the CEO if Bank determines such use is (a) not in accordance with any term applicable to the CEO, (b) not permitted by any state or federal law or regulation, (c) not authorized by Company or any third person whose authorization Bank believes is necessary for such use, or (d) should be denied for Company's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. Financial Information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Company at the CEO. The posting of any Financial Information or any other information or data at the CEO will not be a recommendation by Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for the actions or omissions of the third parties developing or transmitting Financial Information or (c) for any decision made or action taken by Company in reliance on any Financial Information.

7. Cash Flow Analysis Service. This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Company to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Company's deposit account(s) at Bank and other financial institutions Company directs to provide data to Bank. Company may also manually populate data. Bank will not verify the accuracy of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Company uses this Service to convert balances to a currency other than the currency in which the Account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.

8. Company's Representations and Warranties. Company represents and warrants to Bank:

8.1. Company's governing body has duly authorized each Authorized Representative, regardless of whether Company enrolls in Bank's self-administration option, Bank Administration or whether the individual is designated to act as Company Administrator, Administrator or User; and

8.2. Company will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Company becomes aware or suspects that any Log-On Credential may have been compromised.

9. **Company's Agreement to Indemnify Bank.** Company will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

10. **Survival.** Sections 3, 4, 5, 6, 7, 8 and 9 will survive termination of the Service.

CHECK CASHING SERVICE DESCRIPTION

1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. (“Bank”) Check Cashing service (“Service”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is identified in the Acceptance.
2. **Description of Bank’s Service.** Bank’s Service enables Company to have Bank and Bank’s affiliates (each an “Affiliate” and unless otherwise specified, along with Bank, collectively “Bank”) cash checks drawn on Company’s accounts held at other banks.
 - 2.1. **Company’s Request to Cash Checks.** Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service (“Setup Form”); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an “Account” and collectively “Accounts”) at a drawee bank identified on the Setup Form (“Drawee”) (each such check a “Check”) whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.
 - 2.2. **Check Cashing Procedures.** Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company’s check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**
3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees that a per-check check cashing fee may apply.
4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.
5. **Company’s Guarantee of Payment and Obligation of Reimbursement.**
 - 5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued

or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

5.2. Obligation of Reimbursement. If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. Bank's Limitation of Liability and Company's Agreement to Indemnify Bank. Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

7. Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.

CHEXSTOR[®] SERVICE DESCRIPTION



WELLS
FARGO

- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** The Service enables Company to have Bank maintain microfilm records of all Items paid on each deposit account of Company at Bank that Company enrolls in the Service (each an "Account"). Bank will maintain microfilm records for a period of seven years or any longer period required by applicable law ("Record Period"). Each Item Bank microfilms will be shredded and recycled. As part of the Service, Bank will provide a photocopy of any Item posted against the Account which Company requests during the Record Period. Company may request a photocopy electronically via Bank's *Commercial Electronic Office*[®] or by contacting Bank at the telephone number on Company's account statement.
- 3. Liability.** If Bank fails to provide in a timely manner a copy of an Item Company requests during the Record Period, Bank will reimburse Company for (and Bank's liability will be limited to) any direct monetary loss Company incurs as a result of the Item's unavailability (not to exceed the amount of the Item). Bank will require Company to substantiate any claimed loss.

COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



- 1. Introduction.** The legal agreement governing the Wells Fargo Bank, N.A. (“Bank”) Commercial Depository Service Description (“Service”) includes (a) this Service Description, (b) Bank’s Master Agreement for Treasury Management Services (“Master Agreement”), (c) the account agreement applicable to the deposit account at Bank or Bank’s affiliate Company uses in connection with the Service (each, an “Account”), and (d) the signature card for the Account (“Signature Card”). These agreements may be referred to collectively as the “Service Documentation”. Bank (or a legal predecessor to Bank) has provided the applicable account agreement (“Account Agreement”) separately to Company. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order they are set forth in the first sentence of this section. “Company” is the customer of Bank identified in the Signature Card. Company’s use of the Service(s) confirms Company’s receipt of and agreement to be bound by the Service Documentation, as amended by Bank from time to time.
- 2. Description of Service.** With the Service, Company may (a) order currency and coin (collectively, “cash”) from Bank’s cash vault and Bank will make such cash available to an armored car service acting as Company’s agent (“Agent”) at Bank’s cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank’s cash vault or night depository locations for processing.
- 3. Cash Orders from Bank’s Cash Vault.**

 - 3.1. Cash Requests.** Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank’s *Commercial Electronic Office*[®] (*CEO*[®]) portal (each a “Cash Request”) that Bank make available to Company’s Agent at Bank’s cash vault, in an amount designated in the Cash Request, shipments of cash (each a “Cash Shipment”) in bags or other containers (“Cash Bags”). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.
 - 3.2. Making Cash Available to Company’s Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company’s Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.
 - 3.3. Company’s Authorized Representatives.** Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company’s Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on

each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.

3.4. Security Procedures. For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.

3.5. Debit of Account. On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.

3.6. Packing Slip; Differences in Shipment Amount. Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.

4. Delivery and Processing of Deposit Shipments at Bank's Cash Vault. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

4.1. Use of Agent to Deliver Shipments. Company will deliver Deposit Shipments in deposit bags or other containers ("Deposit Bags") to one of Bank's cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company's agent ("Agent"). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company's Agent. The delivery of a Deposit Bag to Bank or Bank's receipt for it on a manifest will not be deemed proof of Bank's receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company's records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank's cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.

4.2. Delivery Procedures. In delivering a Deposit Shipment to Bank's cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:

- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
- Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
- Use only Bank-approved Deposit Bags that are properly secured;
- Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company's Agent will provide to Bank at the time of delivery;
- Obtain the signature of Bank's employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
- Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company's Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank's cash vaults on a Business Day before Bank's published "cut-off time" for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank's "cut-off time," the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

4.4. Processing of Deposit Shipments. Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

4.5. Adjustment Procedures. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.

5. Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.

5.1. Night Depository Locations; Issuance of Keys. Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.

5.2. Contents of Night Bags; Deposit of Night Bags. Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

5.3. Processing of Night Deposits. Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit

into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.

5.4. Counting and Adjustment Procedures. If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.

5.5. Claims of Lost or Stolen Items. Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.

6. Special Instructions. Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.

7. Further Assurances. Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

8. Representations and Warranties regarding Deposit Shipments. To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:

8.1 Deposits for Own Account. Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.

8.2 No Deposits from Outside the United States. Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.

- 8.3. No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
- 9. Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.
- 10. Survival.** Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.

CONTROLLED DISBURSEMENT SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing Wells Fargo Bank, N.A. (“Bank”)’s controlled disbursement service (“Service”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is the company identified in the Acceptance.
2. **Required Account(s) and Services.** Company, as defined in the Acceptance, will establish and maintain:
 - (a) one or more demand deposit accounts with Bank or Bank’s affiliate (each, a “Funding Account”);
 - (b) one or more checking accounts (each, a “Disbursement Account”) at Bank or Bank’s affiliate(s) (each, a “Disbursing Bank”); and
 - (c) the information reporting service specified by Bank (“Information Reporting Service”).

Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Service Documentation. Each Funding Account will be linked to one or more Disbursement Accounts maintained by Company. Company will use each Disbursement Account solely to issue checks (or payable-through drafts) and electronic debits (each, a “Debit”) in accordance with this Service Description. Company will not issue any Debits on any Disbursement Accounts until Bank notifies Company that such Disbursement Account is operational. Company irrevocably authorizes Disbursing Bank to release to Bank all information requested by Bank with respect to each Disbursement Account.

Each Disbursement Account and Funding Account will be governed by Wells Fargo Bank, N.A.’s Commercial Account Agreement (“Account Agreement”), except that if Company’s Funding or Disbursement Account is Bank’s Choice III account, “Account Agreement” will mean Wells Fargo Bank, N. A.’s Business Account Agreement. The term “Bank” as used in the Account Agreement will mean the bank at which such Disbursement Account or Funding Account is maintained.

3. **Determination of Total Net Presentment.** Each Business Day as defined in the applicable Account Agreement, by the reporting times Bank separately discloses to Company from time to time, Bank will make the Total Net Presentment for each Disbursement Account available to Company by means of the Information Reporting Service. The Total Net Presentment consists of the total dollar amount of:
 - (a) Debits that have posted in the first and, if applicable, second presentment on that Business Day; and
 - (b) Adjustments to the Disbursement Account reported on Bank’s CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the “Prior Day Funding Adjustments”).

If the Total Net Presentment is not made available through the Information Reporting Service by

the applicable reporting time, Bank will have no liability, and Company will estimate the Total Net Presentment.

4. **Company's Obligation to Deposit Funds in Funding Account.** Each Business Day, by the applicable cutoff time Bank separately discloses to Company from time to time, Company will deposit good and collected funds in Funding Account so that the balance in Funding Account, determined in accordance with the applicable Account Agreement, is sufficient to cover either the Total Net Presentment or Company's estimate of the Total Net Presentment.

If Company fails to transfer funds in accordance with its obligation under the preceding sentence or if such transfer was based on Company's estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, Bank may, at its sole option,

- (a) advance to Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account; or
- (b) return, or cause Disbursing Bank to return, any Debits, in any order, unpaid (even though Bank or the Disbursing Bank may have previously established a pattern of paying such Debits). If Bank returns or causes Disbursing Bank to return the Debits, Bank is authorized to instruct the Disbursing Bank to return to Bank any funds Bank transferred to Disbursing Bank pursuant to Section 5.

5. **Transfer of Funds to Disbursement Account.** Each Business Day, Bank will (a) transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day and (b) advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and this amount advanced by Bank will be reported on the CD Summary Report for the next Business Day)

6. **Disbursing Bank's Obligation to Pay Debits.** No Disbursing Bank will have any obligation whatsoever to pay any Debit if sufficient good and collected funds to cover the Debit are not in the Disbursement Account on which the Debit is drawn at the time the Disbursing Bank makes its payment decision.

7. **Company's Agreement to Repay Bank's Advances to Disbursement Account(s).** Company will unconditionally pay Bank on demand without setoff or counterclaim in good and collected funds the full amount of any advance Bank makes pursuant to Section 4(a) and Section 5 plus Bank's fees and costs incurred in connection with such advance.

8. **Security Interest.** As security for the Obligations (as defined in this Section 8), Company pledges to Bank, and grants a lien to Bank on, and a security interest in, the following and the proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations: (a) all amounts from time to time on deposit in, or withdrawable from, Funding Account, all of Company's other accounts with Bank and Bank's affiliates and each Disbursement Accounts, and (b) any of Company's property, or property in which Company has an interest, now or at any time delivered, conveyed, transferred, assigned, pledged or paid to Bank in any manner whatsoever. "Obligations" includes any and all advances, debts, loans, obligations and liabilities that Company owes Bank and Bank's affiliates pursuant to the terms of this Service Description, including without limitation any advances Bank makes to Funding Account(s) pursuant to Section 4(a) of this Service Description and any advances Bank makes to Disbursement Account(s) pursuant to Section 5 of this Service Description. Bank's receipt at any time of any kind of security, including without limitation cash, will not be deemed a waiver of any of Bank's rights or powers under any agreement Company has signed in Bank's favor.

Company will sign and deliver to Bank, on demand, all such security, control or other agreements, financing statements and other documents as Bank may at any time request which are necessary or desirable (in Bank's sole opinion) to grant to Bank a perfected security interest in and to any or all of the Collateral. At the time any Obligation becomes due and payable, Bank may sell or otherwise apply or dispose of any and all Collateral, received or to be received, in such parcel or parcels, at such time or times, at such place or places, for such price or prices and upon such terms and conditions as Bank may deem proper, and Bank may apply the net proceeds of the sale or sales, application or other disposition, together with any sums credited by or due from Bank to Company, to the payment of any and all of the Obligations, all without prejudice to Bank's rights against Company with respect to any and all of the Obligations which may be or remain outstanding or unpaid. Company expressly waives any right to require Bank to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. Any requirement of reasonable notice to Company with respect to the sale or other disposition of Collateral will be met if the notice is given at least five calendar days before the date any sale, application or other disposition will be made. Bank's rights and remedies under any agreements or instruments signed by Company in Bank's favor are in addition to, and not exclusive of, any rights or remedies otherwise available to Bank under applicable law.

9. **Fees.** Fees for this Service may, in whole or in part, be based on the applicable fees charged by each Disbursing Bank and will be separately disclosed to Company. Fees will not be prorated if the Service terminates before the end of a calendar month.
10. **Protection Against Fraudulent Checks.** Company and Bank acknowledge that there is a growing risk of loss resulting from the increasing use of counterfeit and certain other types of fraudulent checks. Company recognizes that controlled disbursement service customers are especially susceptible to losses from these checks. Company is aware that Bank offers services known as "Image Positive Pay" and "Reverse Positive Pay" which are effective means of controlling risk from counterfeit checks and certain other types of fraudulent checks. Bank has advised Company that if it does not use either of these Services, Bank will be unable to prevent losses from counterfeit and certain other types of fraudulent checks and Company will be treated as having assumed the risk of those losses.
11. **Company's Enquiries and Instructions Regarding Disbursement Account.** Company will direct all enquiries and instructions (including by way of example and not by way of limitation stop payment orders) to Bank. In no event will any such enquiries or instructions be directed to Disbursing Bank.
12. **Liability and Indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, neither Bank nor any Disbursing Bank will be liable for any claim, demands, judgments or expenses ("Losses") paid, suffered or incurred by Company, and Company will indemnify Bank and each Disbursing Bank from and hold each of them harmless against any Losses paid, suffered or incurred by them, arising directly or indirectly as a result of or in connection with:
 - (a) Company's performance or failure to perform its obligations in accordance with this Service Description;
 - (b) Bank's or any Disbursing Bank's acting on any information furnished by or on behalf of Company in any Service Documentation or otherwise;
 - (c) Bank's or any Disbursing Bank's return of any Check unpaid because Company has not deposited good and collected funds in the Funding Account related to the Disbursement

Account on which a Debit is drawn sufficient to cover the Total Net Presentment;

- (d) Bank's or Disbursing Bank's dishonor and return of any Debit unpaid if Company issues the Debit before Bank notifies Company the Disbursement Account on which it was drawn is operational;
- (e) Bank's or any Disbursing Bank's nonpayment of a Debit, unless such nonpayment results directly and proximately from, respectively, Bank's or Disbursing Bank's gross negligence or willful misconduct;
- (f) Bank or Disbursing Bank's late return of any Debit as a result of, and any presentment-related problem resulting from, the failure of any Debit which has not been tested and approved by Bank or Disbursing Bank to conform in any respect to Bank's or Disbursing Bank's check specifications including without limitation failure to include Bank's or Disbursing Bank's full name and address and Bank's full name on any check or payable through draft,
- (g) Except as otherwise provided under Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through Draft, Share Draft or Payable-If-Desired Service Descriptions, if Bank provides Company with one or more of those services, Bank's payment of any check or payable-through draft which is unauthorized or contains a forged, unauthorized, incorrect or illegible endorsement, a forged or unauthorized signature, an alteration of amount or payee, or any other error, discrepancy or deficiency; or
- (h) Bank's exercise of its rights, or Bank's performance of its obligations, in accordance with this Service Description or Bank's Account Reconciliation, Image Positive Pay, Reverse Positive Pay, Payable-Through, Share Draft, or Payable-If-Desired Service Descriptions, if Bank provides Company with one or more of those Services.

13. Termination. Bank may terminate this Service, close the Funding Account, and instruct the Disbursing Bank(s) to close Disbursement Account(s), immediately upon Bank's sending Company written or oral notice (confirmed in writing) of such action if:

- (a) Company fails at any time to fund the Funding Account as required in this Service Description,
- (b) any lawsuit or other action or proceeding is filed or instituted by any federal or state agency alleging, or any Disbursing Bank receives an opinion of counsel, that this Service or any material term or condition of this Service violates any law or regulation,
- (c) Bank's agreement with any Disbursing Bank concerning this Service is suspended or terminated for any reason with respect to all Bank's customers receiving the Service or with respect only to Company,
- (d) the occurrence of any default by Company under the other Service Documentation or under any other agreement or instrument signed by Company in Bank's or the Disbursing Bank's favor including without limitation any loan agreement or promissory note,
- (e) Bank determines that one or more conditions exist or events have occurred which might indicate, or result in, a material adverse change in Company's operations, business, property or assets or its condition (financial or otherwise).

Upon termination of this Service, Company will, in accordance with such instructions as Bank or the Disbursing Bank may give, cease to issue Debits on the Disbursement Account(s), and the Disbursing Bank will close the Disbursement Account(s) and stop processing Debits. Company will continue to be liable for all Debits issued on the Disbursement Account(s) prior to termination and for all Debits the Disbursing Bank is obligated to pay. The provisions of Sections 4, 7, 8, 10, 12 and 13 of this Service Description will survive termination of the Service.

14. **Governing Law.** Except to the extent governed by federal law and regulations, the law and regulations of the state in which the Disbursing Bank is located will govern its performance of the Service.

E-BOX[®] SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") E-Box service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 3) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.
- 3. Funded Payments.** A "Funded Payment" is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an "Unfunded Payment") in accordance with the SOW.

Fed Settlement Service Description

- 1. Description of Service.** The Fed Settlement Service (collectively, the “Services”) enables Company to maintain reserve balances in, and settle transactions through, Bank's master account at one of the Federal Reserve Banks.
- 2. Reserve and Settlement Services; Principal Account.** If Company is a financial institution classified as a “non-member respondent” by the applicable Federal Reserve Bank (the “Fed”), and Company maintains one or more deposit accounts at Bank, Company may (i) maintain, in Bank's master account with the Fed (“Master Account”), such balances as the Fed requires Company to hold, and/or (ii) settle transactions other than Fed Funds checks, Fedwire funds transfers, and book-entry security transfers in the Master Account. Company must designate one of its deposit accounts at Bank as its principal settlement account (the “Principal Account”) for reserve balance and transaction settlement purposes. Company authorizes Bank to automatically debit the Principal Account, without prior notice to Company, to reimburse Bank for each and every debit to the Master Account related to Company's reserve balances or transaction settlement activity. Company will at all times maintain sufficient collected balances in the Principal Account to fully fund any such debits to the Principal Account.
- 3. Fed Agreements.** As a condition precedent to Company's use of the Services in relation to reserve balances, Company must execute and deliver to Bank the Fed's form of Pass-Through Agreement attached as Appendix 3 to the Fed's Operating Circular No. 1 (the “Operating Circular”). As a condition precedent to Company's use of the Services in relation to settlement of transactions, Company must execute and deliver to Bank the Fed's form of Transaction Settlement Authorization attached as Appendix 5 to the Operating Circular. Company will at all times abide by the provisions of the Operating Circular and Section 204.3 of Federal Reserve Regulation “D”, in effect from time to time, as such provisions relate to the Services.

IMAGE FILE IMPORT SERVICE DESCRIPTION



1. **Introduction.** This Service Description and the other Service Documentation as defined in the Master Agreement for Treasury Management Services ("Master Agreement") between Wells Fargo Bank, N.A. ("Bank"), and the company identified in the signature block of the Acceptance of Services ("Company") between Bank and Company govern Bank's Image File Import Service (the "Service").
2. **Description of the Service.** The Service enables Company to receive files ("Files") containing images of and data regarding (a) specified transactions involving checks or other instruments (each, an "Item") on each account at Bank that Company enrolls in the Service (each, an "Account"), and (b) Items otherwise processed by Bank on behalf of Company. Covered account-related transactions include Bank's acceptance of Items for deposit to an Account, Bank's posting of deposited Items to an Account, Bank's encashment or collection of Items presented against an Account, and Bank's handling of Items returned unpaid to an Account. The data and images Bank provides will include an index of each Item together with, in the case of processed or deposited Items, images of coupons and other documents that are received and processed by Bank along with the Items. Company may access Files through delivery channels Bank makes available.
3. **Conditions to Provision of the Service.** As conditions to Bank's provision of the Service, Company will (a) at all times maintain the Account(s) in good standing; (b) subscribe to the applicable Treasury Management Services for which images and data are provided through the Service; and (c) agree to the terms of the software sublicense (see Section 6) if Company has elected to use the WellImage® Viewer Software (the "Software") to view certain Items or Deposited Items.
4. **Rules Applicable to the Service.** Bank will provide the Service to Company in accordance with (a) the Service Documentation; and (b) state and federal laws and regulations, including the National Automated Clearing House Association Rules ("NACHA Rules") applicable to Paper Item conversion.
5. **Paper Item Conversion.** NACHA Rules allow for the conversion of certain Items into ACH items. Images of posted Items that have been converted pursuant to the NACHA Rules may not be available through the Service.
6. **Software Sublicense.** Company will use the Software in accordance with the terms of a non-exclusive, non-assignable sublicense ("Software Sublicense") from Bank. The Software Sublicense will be presented to Company during installation, and Company will be required to accept it before being allowed to use the Software. This Section will survive termination of this Service.
7. **Termination.** In addition to the termination provisions of the Master Agreement, the Service may also be terminated by Bank immediately on written notice to Company, if Company fails to comply with its obligations under the Software Sublicense.

IMAGE POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. (“Bank”) Image Positive Pay service (“Service”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is the Bank customer identified in the Acceptance.
2. **Description of Service.** The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an “Account”). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank’s separately-disclosed cutoff time on the prior Business Day to Company’s Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company’s Check Issue Data (each, an “Exception Item”) and will pay or return each Exception Item in accordance with this Service Description. “Check” refers to each check presented for payment on Company’s Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A “Business Day” is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank’s Account Reconciliation Plan (“ARP”) Service is required.
3. **Service Options.** Company may enroll an Account in one of three options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company’s Check Issue Data (before or after posting the Check to Company’s Account); (b) Bank’s handling of errors on Checks; (c) the content of Bank’s report to Company of discrepancies between a Check and Company’s Check Issue Data (“Exceptions Report”); and (d) the time by which Company must notify Bank of Company’s pay or return decision (“Decision Deadline”), as specified in the Exceptions Report. Each discrepancy is an “Exception,” and each Check with a discrepancy is an “Exception Item.”
 - 3.1. **Perfect Presentment[®] Positive Pay.** Bank electronically compares a Check to Company’s Check Issue Data prior to posting the Check to Company’s Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank’s Controlled Disbursement Service.
 - 3.2. **Positive Pay and Positive Pay Only.** Bank electronically compares a Check to Company’s Check Issue Data after posting the Check to Company’s Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank’s ARP Service is not required for Positive Pay Only.
 - 3.3. **Basic Positive Pay.** Bank electronically compares a Check to Company’s Check Issue Data after posting the Check to Company’s Account and provides Company with an Exceptions Report containing all Exception Items including Checks with encoding errors.

- 4. Payee Validation.** In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee's name on each Check exceeding the dollar threshold determined by Bank to the payee's name in Company's Check Issue Data. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (i) Company fails to include the payee's name on the Check in Company's Check Issue Data; (ii) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (iii) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check Bank pays if the Company incurs a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service).
- 5. Check Issue Data.** The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide the Check Issue Data for all Checks issued through that Business Day to Bank in the format, through the medium, and at the place(s) Bank specifies. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.
- 6. Payment of Matching Checks.** If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).
- 7. Notification of Exception Item; Image of Exception Item.**

 - 7.1. Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office*[®] (CEO[®]) portal.
 - 7.2. Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - 7.3. Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.

- 7.4. Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.
- 8. Default Options.** A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).
- 9. Company's Instructions to Bank; Failure to Instruct By Decision Deadline.**
- 9.1. Company's Pay or Return Decision.** Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
- 9.2. Instructions Prior to Decision Deadline.** If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the *CEO* portal, Company will use the *CEO* portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.
- 9.3. No Instructions Prior to Decision Deadline.** If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.
- 10. Teller Line Checks.** A Check presented for encashment at Bank's teller line is a "teller line Check". A teller line Check that is not included in Company's Check Issue Data on file with Bank at the time it is presented for encashment is a "teller line Exception Item". Bank will take those steps to review and cash or refuse to cash a teller line Exception Item as Bank in its sole discretion determines are commercially reasonable. Company may instruct Bank to exclude all teller line Checks from this process, in which event each teller line Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time it is presented for encashment.
- 11. Limitation of Liability and Indemnification.** Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check

verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed to be properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

- 12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks.** Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.
- 13. Bank's Right to Return Checks.** Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.
- 14. Survival.** Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

INFORMATION REPORTING SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Information Reporting services (each, a "Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Services.** The Services enable Company to view and or receive files containing data and/or images (each, a "File") regarding specified transactions on each deposit account at Bank that Company enrolls in the Service (each, an "Account"). The means used to transmit Files to Company include without limitation BAI File Transfer, Bank's Commercial Electronic Office[®] ("CEO"[®]), and CD-ROM. Depending on the Service Company elects, the transactions may include checks or other instruments (each, an "Item") (a) posted to Company's Account; (b) cashed or collected by Bank or accepted for deposit to Company's Account; and (c) returned unpaid to Company's Account. "Item" is defined in Bank's Commercial Account Agreement.
- 3. Information From Company's Accounts at Other Financial Institutions.** If the Service Company elects permits Company to have information from deposit accounts Company maintains at other financial institutions imported to Bank and included in a report Bank provides to Company in connection with the Service, Bank will not verify the accuracy or completeness of the information.
- 4. Software Sublicense.** If a software sublicense is required for Company to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Company as part of the set up process for the Service. Company will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Company, if Company fails to comply with the Software Sublicense. Company's obligations under this section 4 will survive the termination of Service.

INTERMEDIARY BANK FUNDS TRANSFER SERVICE DESCRIPTION

1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. (“Bank”) Intermediary Bank Funds Transfer service (“Service”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is the company identified in the Acceptance.
2. **Description of Services.** This Service Description governs payment orders Bank receives via Fedwire for which Company is either an originating or intermediary bank and for which Bank is being requested to act as an intermediary bank (each a “Payment Order”). A Payment Order may include specific instructions to Bank to process the Payment Order as an outgoing funds transfer. Unless otherwise instructed, each Payment Order executed by Bank will be by means of a payment order denominated in U.S. dollars, even if the Payment Order received by Bank includes instructions Bank understands to indicate the Payment Order is a part of an international funds transfer. If so instructed, Bank will, before executing a Payment Order involving an international funds transfer, convert the amount of the Payment Order from U.S. dollars to the currency of a designated foreign government or intergovernmental organization (“Foreign Currency”) in accordance with section 6 of this Service Description.
3. **Authentication of Payment Orders.** Payment Orders will be authenticated by Bank in accordance with such procedures as may be established from time to time to authenticate payment orders received from a Federal Reserve Bank.
4. **Service Fees.** For each Payment Order executed by Bank, Company agrees to pay Bank the service fee described in documentation that has been separately provided to Company (the “Service Fee”), receipt of which is hereby acknowledged, and any taxes applicable to the services provided hereunder, however designated, exclusive of taxes based on Bank’s net income.
5. **Service Fees – Method of Payment.** Company will pay the Service Fees in accordance with the option selected below (**check one**):
 - Fees deducted from funds transfer.** The Service Fee will be paid by Bank reducing the amount of funds to be transferred in connection with each Payment Order by the amount of the Service Fee. Company agrees that Bank will be entitled to be paid the full amount of the Payment Order, notwithstanding the fact that the amount of the payment order issued by Bank in execution of that Payment Order is reduced by the amount of the Service Fee.
 - Fees deducted from funds transfer – with rebate.** The Service Fee will be deducted from each Payment Order in accordance with the pricing option labeled “Fees deducted from funds transfer.” A portion of the Service Fee, as specified by Wells Fargo, will be rebated to Company. The rebate will be paid by a single credit to an account Company maintains with Bank on the last Business Day of each month for the aggregate amount due Company in connection with the Payment Orders executed by Bank during that month. A “Business Day” is a calendar day other than a Saturday, Sunday or federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions.

- Fees charged to Company.** Bank will separately charge Company for the Service Fee for processing each Payment Order. The Service Fees will be paid by Company as a part of Company's account analysis.

Indemnification. If Company elects to pay the Service Fees under either the option entitled "Fees deducted from funds transfer" or the option entitled "Fees deducted from funds transfer – with rebate," Company agrees to indemnify and hold harmless Bank, its employees, officers, directors and agents from any and all debts, claims, demands, actions, proceedings, judgments, losses, damages, attorney's fees, payments, expenses and liabilities whatsoever which arise directly or indirectly by reason of the payment method selected hereunder.

- 6. International Funds Transfers To Be Denominated In Foreign Currency.** Company may request that, prior to executing a Payment Order as part of an international funds transfer, Bank convert the amount to be transferred from U.S. dollars to the designated Foreign Currency. The conversion will be at Bank's applicable sell rate for exchange in effect on the date the Payment Order is executed by Bank. If the beneficiary's bank does not pay the beneficiary and the Payment Order is payable in Foreign Currency, Bank will not be liable for a sum in excess of the value of the Payment Order, less any fees that may have been deducted pursuant to the provisions of Section 4 of this Agreement, after it has been converted from Foreign Currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank.
- 7. Reports.** If Company elects the payment option titled "Fees deducted from funds transfer – with rebate," Bank will provide Company with a monthly report detailing the activity related to the Payment Orders executed by Bank during the preceding month.
- 8. Form and Format.** Each Payment Order will be in a form and format that is in accordance with Bank's then-current instructions to Company.

IN WITNESS WHEREOF, Company has caused this Service Description to be executed and does hereby warrant and represent that its signatory, whose signature appears below, has been and is on the date of this Service Description duly authorized by all necessary and appropriate corporate action to execute this Service Description.

Agreed to and accepted by:

("Company")

Signature: _____

Name: _____

Title: _____

Date: _____

WHOLESALE LOCKBOX SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the applicable documentation (“Service Documentation”) governing the Wells Fargo Bank, N.A. (“Bank”) Wholesale Lockbox service (“Service”). For treasury management relationships governed by Bank’s Master Agreement for Treasury Management Services, the Service Documentation includes the Acceptance of Services, and “Company” is the company identified in the Acceptance of Services. For treasury management relationships governed by Bank’s Deposit Agreement and Disclosures for Commercial Accounts, the Service Documentation includes the related Depository Authorization & Agreement Certificate and/or Signature Card, as applicable (each an “Authorization Certificate”), and “Company” is the company identified in the Authorization Certificate. As used in this Service Description, the term “Master Agreement” refers to either Bank’s Master Agreement for Treasury Management Services or Bank’s Deposit Agreement and Disclosures for Commercial Accounts, as applicable.
- 2. Scope of Service.** The Service covers the processing of (i) checks and other instruments submitted in payment of obligations to Company (“Remittances” or “Checks”) and (ii) written authorizations to charge payments due Company to the payors’ credit cards (“Charge Authorizations”). However, processing of Charge Authorizations is not available at all processing sites. To the extent Company is not using the Service to process Charge Authorizations, the references to Charge Authorizations throughout this Service Description will not apply to Company.
- 3. Commencement of Service.** The Service will start on the date separately agreed to by Bank and Company if the following events have occurred before such date:

 - 3.1.** The United States Postal Service has assigned the Lockbox (as defined in Section 4 below) to Company with the number and at the address specified by Bank to Company;
 - 3.2.** The Account (as defined in Section 6 below) has been opened and is in good standing;
 - 3.3.** Company has designated to Bank in writing the processing options selected by Company for the Service; and
 - 3.4.** Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Service for Company and to enable Bank to comply with its other obligations under this Service Description.
- 4. Lockbox.** Company will direct its customers to mail Remittances and (if applicable) Charge Authorizations to the post office box identified in Company’s Lockbox Service Set-up Form, or otherwise identified in writing to Company by Bank (the “Lockbox”). Bank (including any subcontractor of Bank) will have exclusive access to the Lockbox. Bank will give appropriate instructions concerning the Lockbox to the United States Post Office where the Lockbox is located.
- 5. Processing Lockbox Mail.** Each Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), Bank or its subcontractor will pick up at, and transport from, the Lockbox to the processing site or sites designated by Bank (each a “Processing Site”) the Remittances and Charge Authorizations

addressed to the Lockbox. Except as otherwise specifically provided in this Service Description, Bank or its subcontractor will open the Remittances and Charge Authorizations and process them in accordance with the lockbox processing procedures set forth in this Section 5 (the "Processing Procedures"). Company agrees to instruct its customers and other obligors not to send cash to the Lockbox.

5.1. Disposition of Remittances, Charge Authorizations, and Remittance Materials.

On each day Bank offers the Service, Bank will collect from the Lockbox the envelopes and other contents of the Lockbox. Bank will open the envelopes and determine whether they contain any Charge Authorizations, Remittances, remittance statements, invoices, correspondence, cash, papers, documents, or other items. Unless otherwise requested by Company and agreed to by Bank, if cash is sent with any remittance materials the cash will be removed from the envelope containing the remittance materials and a credit advice of the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Processing Procedures or elsewhere in this Service Description, or as specifically requested by Company and agreed to by Bank, Bank will not reconcile the Remittances, Charge Authorizations, cash or other items in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes or elsewhere. Bank will process any Remittances, Charge Authorizations and any cash in the envelopes as provided in these Processing Procedures.

5.2. Document Identification, Imaging, and Data Capture. Bank or its subcontractor will, if requested (i) print an audit trail identification number on each of the checks it processes, (ii) image all Remittances, Charge Authorizations, remittance stubs and correspondence included among the remittance materials.

5.3. Checks Not to Be Deposited. Unless otherwise requested by Company and agreed to by Bank, Bank will not deposit Checks falling into any of the following four categories, or Checks which Company has specifically instructed Bank in writing not to deposit.

5.3.1. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified by Company to Bank for acceptable payees or a reasonable variation (in Bank's opinion) of such name or designation.

5.3.2. Postdated and Staledated Checks. Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated Checks that in Bank's opinion would not be paid on presentation, and Checks dated six (6) months or more prior to the date they are collected from the Lockbox.

5.3.3. Indeterminable Amount. Checks on which the correct amount of the Check cannot be determined from the Check and the documents accompanying the Check, or Checks on which the numerical and written amounts are not the same and the envelope containing the Check did not contain an invoice or a Remittance statement (or, if such were included, the amount of the invoice or Remittance statement did not match either the numerical or written amount on the Check).

5.3.4. Alterations. Checks with alterations; provided, however, that Bank will only use reasonable efforts to catch such alterations and prevent deposits. As a result, Bank will have no liability whatsoever, despite anything to the contrary in

the Lockbox Agreement, for its deposit of any Check containing an alteration, unless the deposit results directly from the willful misconduct of Bank's officers or employees.

- 5.4. Checks to Be Deposited.** Unless Company specifies otherwise in writing to Bank, Checks which do not fall into one of the four categories listed in Section 5.3 above will be deposited in the Account as provided in Section 5.7 below, and Checks falling into either of the following two categories will be deposited in the Account after being processed as provided below, unless they also fall into one of the four categories listed in Section 5.3 above, in which case they will not be deposited.
- 5.4.1. Discrepancies in Amount.** Checks on which the numerical and written amounts are not the same, in which case the amount deposited will be that amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the check. If the numerical and written amounts on any Check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the Check, the Check amount will be deposited.
- 5.4.2. Missing Date.** Checks which are not dated, in which case the Check will be deposited after being dated by Bank as of the date it is collected from the Lockbox.
- 5.5 Foreign Checks.** If Company so desires, Bank will deposit and process certain Checks drawn on a foreign bank or payable in a currency other than United States Dollars, so long as the both the country in which the foreign bank is located and the currency in which the Check is payable currently appear on that certain list, announced by Bank from time to time, of foreign bank locations and currencies for which Bank is willing to process Checks. Foreign Checks not meeting these criteria will not be deposited.
- 5.6. Restrictive Notations.** Bank will not inspect checks to determine whether they bear restrictive notations, such as "Paid in Full". Bank will have no liability whatsoever, despite anything to the contrary in this Service Description, for depositing or otherwise handling any check bearing a restrictive notation in accordance with these Processing Procedures, regardless of whether Bank has knowledge of such restrictive notation.
- 5.7. Deposits of Checks and Cash.** During each Business Day, Bank will make deposits of the acceptable Checks and cash received in the Lockbox by crediting the Account for the amount of such Checks and cash. Checks and cash received and processed on any day which is not a Business Day will be deposited to the Account on the next succeeding Business Day. Except as otherwise specifically provided in this Service Description, the normal and customary laws, rules, practices and procedures for handling deposits to checking accounts will apply to these Processing Procedures and the Service.
- 5.8. Changes in Names or Designations of Payees.** Company may at any time upon ten (10) calendar days advance notice to Bank request that a name or designation on Company's list of payees sent to Bank be deleted or added, and Bank will add or delete the name or designation if the request is acceptable to Bank.
- 5.9. Eligibility Requirements for Processing Charge Authorizations.** In order to be eligible for processing by Bank, a Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, the

expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its subcontractor, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Company as set forth below.

- 5.10. Processing Charge Authorizations for Approval.** Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required in Section 5.9 above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.
- 5.11. Settlement Report for Charge Authorizations.** Following processing of Charge Authorizations for approval, Bank will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. Bank will generate a settlement report for all approved Charge Authorizations and will make it available to Company in the manner mutually agreed upon during implementation of the Service.
- 5.12. Imaging.** Bank or its subcontractor will electronically image checks, Charge Authorizations, remittance statements and correspondence received in the Lockbox. Company acknowledges and agrees that the images are not works made for hire and are the property of Bank and not of Company.
- 5.13. Truncation of Remittance Materials.** Company understands that any original remittance statements, invoices, coupons, correspondence and other remittance materials that are imaged by Bank pursuant to this Service Description will be destroyed by Bank five (5) calendar days after they are imaged. Therefore, Company must notify Bank of any issues which require inspection of original remittance materials prior to expiration of such five (5) day period.
- 5.14. Transmission of Information from Processed Remittances and Charge Authorizations.** Each Business Day that Bank offers the Service, Bank will electronically transmit to Company, in accordance with the transmission method and file format agreed upon between Bank and Company, information from processed Remittances and Charge Authorizations, including credit card transaction data, and each settlement report applicable to approved Charge Authorizations.
- 5.15. Mailing Undeposited Checks and Unimaged Remittance Materials to Company.** Unless otherwise specified by Company in writing to Bank, Bank will mail to Company, in accordance with the terms of this Service Description, (i) any remittance statements, invoices, correspondence, papers, and other documents enclosed in each envelope sent to the Lockbox which are not imaged in accordance with this Service Description, and (ii) any Checks enclosed in such an envelope which are not deposited in accordance with these Processing Procedures.
- 5.16. Nil Report.** On any Business Day when Bank collects no cash or Checks from the Lockbox, Bank will send Company a statement to that effect if Company so requests.
- 6. Account.** Company will maintain a deposit account with Bank, which Company will designate in the Lockbox Service Set-up Form or otherwise in writing, to which Bank or its subcontractor will (i) deposit Remittances received through the Lockbox, and (ii) credit amounts attributable to settlement of Charge Authorizations received through the Lockbox, throughout the term of

the Service (the "Account"). Company understands that this Service Description covers the lockbox service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Account or the processing of checks drawn on the Account. Except as otherwise specifically provided in this Service Description, the Account will be handled and checks drawn on the Account will be processed by Bank as Bank would perform such responsibilities with respect to any other demand deposit account at Bank. As a result, the Account will be subject to, and Bank's operation of the Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Account (the "Account Agreement"), a copy of which Company acknowledges having received.

- 7. Deposits and Confirmations.** Company authorizes Bank to endorse Remittances received at the Lockbox, and to deposit them into the Account as provided in the Processing Procedures. If any payee of a Remittance received in the Lockbox is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from the payee to have the Remittance endorsed for deposit, and deposited, into the Account, and Company agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") suffered or incurred by Bank as a result of, or in connection with, Company's failure to have proper authorization. Company also authorizes Bank to process and settle Charge Authorizations received at the Lockbox, and to cause the amounts received on account of settlements of such Charge Authorizations to be credited to the Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Account. Company agrees to notify Bank's customer service center, whose address and telephone number is available upon request from Bank, (i) of any error in an advice of deposit within fourteen (14) calendar days after Company receives such advice of deposit and (ii) of any error in a bank statement, or of any failure of a bank statement to show a deposit that should have been made during the period covered by the statement, within thirty (30) calendar days after Company receives such bank statement. The liability of Bank for such errors is limited as provided in Section 17 of this Service Description.
- 8. Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or its subcontractor (the "Website") for the purpose of accessing archival images of Charge Authorizations, Remittances and other remittance materials processed through the Lockbox, and giving Bank or its subcontractor certain types of instructions with regard to the processing of such remittance materials. Company agrees to use the Website only in accordance with this Service Description and any notices and information posted on the Website (collectively, the "Website Use Documentation"). Persons entering the Website for Company (the "Users") must also accept any "terms of use" for the Website which appear on the Website when a User initially logs on.
- 9. Security Procedures.**

 - 9.1.** Bank or its subcontractor will provide each User with a multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens) to be used whenever the User enters the Website.
 - 9.2.** It is Company's responsibility to ensure that any user names, passwords, passphrases, digital certificates and tokens provided in connection with use of the Website (collectively, "Security Devices") are known to, and used only by, persons who have been properly authorized by Company to access the Website and use the Service through the Website.

9.3. FAILURE TO PROTECT SECURITY DEVICES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICE, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICE, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY'S ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH COMPANY'S SECURITY DEVICES WILL BE DEEMED TO BE ENTRIES, USES, AND COMMUNICATIONS AUTHORIZED BY COMPANY AND SHALL BE BINDING UPON COMPANY. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY DEVICES. Company acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (b) disabling access to the Website immediately for each User who stops being a User, and (c) not keeping, in any form or in any place, lists of Security Devices.

9.4. Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Security Device. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into the Website.

10. Use of Certain Software to Access the Website. In using the Website, Company will be sending financial and other data as well as electronic messages directly to Bank or Bank's subcontractor through the Internet. Company acknowledges that when the Internet, or other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, Company agrees to transmit and receive data and messages through the Website using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol or other protocols required by, or acceptable to, Bank, and to follow the log-on procedures established by Bank or its subcontractor that support such protocols.

11. Restricting or Terminating Access to the Website. In addition to, and not in substitution for, any provision in this Service Description or the other Service Documentation, Company understands and agrees neither Bank nor its subcontractor will in any way be obligated to permit Users access to the Service through the Website if (a) such use or access is inconsistent with any term or condition applicable to the Service or the Website or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Bank has reasonable cause to believe that such use or access may not be authorized by Company or any third person whose authorization Bank believes is necessary for such use or access, or (d) Bank has reasonable cause to deny such use or access for Company's protection or the protection of Bank or Bank's subcontractor. If the Service cannot be used through the Website, Bank will make reasonable efforts for the Service to be used by other means. Neither Bank nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.

12. Intra-Day Image Access. Company understands that any images which it accesses on an intra-day basis may not be final, and are subject to further value-added keying. Therefore, Company expressly assumes all risk associated with Company's use of such intra-day images.

- 13. Decisioning Module.** If Bank's decisioning module is available to Company, and Company elects to use it in connection with the Service, Company will be able to send instructions through the Website to Bank or its subcontractor as to how to process certain Remittances or Charge Authorizations which Bank classifies as either "processable suspend" or "unprocessable" (collectively, the "Unprocessable Items"). Company will have several options for instructions, as agreed upon in advance by Bank and Company. Such options may include one or more of the following: (i) apply the Unprocessable Item to a specific customer account, (ii) apply the Unprocessable Item to Company's suspense account, (iii) reject the Unprocessable Item and have it placed in Company's reject package, or (iv) direct Bank to issue a letter of pre-arranged content to the remitter of the Unprocessable Item. Each message related to the processing of an Unprocessable Item (a "Decisioning Instruction") must be received by Bank or its subcontractor by the cutoff time for deposit or processing of such item which Bank and Company have mutually agreed upon during implementation of the Service. If no Decisioning Instruction is received by the specified deadline, the Unprocessable Item will be handled in accordance with the Processing Procedures or any other standing instructions applicable such items. Bank will have no liability or responsibility whatsoever for any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions.
- 14. Customer Service.** Any questions or problems that Company has with respect to the Service should be addressed to Bank's customer service center at the telephone number and address separately disclosed to Company.
- 15. Claims, Legal Progress and Notices.** If Bank receives any claim, notice, legal process or court order relating to the Charge Authorizations, the Remittances, the Lockbox or the Account, Bank will comply with it if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.
- 16. Indemnification.** Company agrees to indemnify Bank and its officers, directors, employees, agents and subcontractors (collectively, "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against any and all losses, liabilities, claims, damages, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") which any one or more of the Indemnified Parties suffers or incurs in relation to (i) the processing of Charge Authorizations, (ii) any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions, or (iii) any action taken by Bank or its subcontractor in response to a Decisioning Instruction, except to the extent that any such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct.
- 17. Limitation of Liability.** Company understands and agrees that, absent manifest evidence of fraud, Bank is entitled to assume that each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the Charge Authorization, and Bank will have no liability for processing such Authorization in accordance with the Processing Procedures. In addition to the other limitations on Bank's liability contained in the Master Agreement, if Company incurs a material loss which results directly from Bank's or its subcontractor's negligence or breach in performing the Service and (i) if such negligence or breach is a failure to deposit any check which should have been deposited or to process any Charge Authorization which should have been processed, pursuant to this Service Description, the liability of Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the check or the amount of the payment authorized under the Charge Authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which Bank will determine in good faith) for the time period such amount is not in the Account, which time period for the purpose of calculating the interest will not extend beyond the end of the thirty (30) calendar day notice period referred to in

Section 7 of this Service Description, and (ii) if such negligence or breach results from any other action or failure to act by Bank or its subcontractor, the liability of Bank and its subcontractor shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) three (3) times all the Service Fees charged or incurred in relation to the Service during the calendar month immediately preceding the calendar month in which the loss occurred (or, if no such fees were charged or incurred in the preceding month, such fees charged or incurred in the month in which the loss occurred), or (B) Two Hundred Thousand Dollars (\$200,000.00).

- 18. Termination.** Upon termination of the Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Company for a period of three (3) months after the termination date, unless arranged otherwise between Company and Bank, with Service Fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.
- 19. Assignment.** Notwithstanding anything to the contrary in the Agreement, the rights and obligations of Bank with respect to the Service shall be assignable to any successor in interest without restriction.
- 20. Instructions.** Bank is authorized to act on any instructions received by Bank if (i) such instructions purport to be made in the name of Company, (ii) Bank reasonably believes that they are so made, and (iii) they do not conflict with the terms of this Service Description, including, but not limited to, the Processing Procedures, as such terms may be amended from time to time, unless the conflicting instructions are supported by a court order.
- 21. Authorized Persons.** Any person identified by Company in the Lockbox Service Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Service. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.
- 22. Software, Hardware and Backup Requirements.** Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with this Service Description, Company will as soon as reasonably possible deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.
- 23. Survival.** Sections 7, 9, 11, 12, 16, 17 and 23 of this Service Description will survive termination of the Service.
- 24. Terminology.** As used in this Service Description and in the Master Agreement as applied to this Service, "negligence" will mean a material failure to use that degree of care that would be used under the same or similar circumstances by a national banking association having substantially the same volume and type of lockbox activity and approximately the same number, size and diversity of lockbox customers.

MASTER REPURCHASE AGREEMENT



This Master Repurchase Agreement (“Agreement”) is between Wells Fargo Bank, N. A. (“Bank”) and _____, (“Company”). This Agreement is the “Repurchase Agreement” referred to in the Wells Fargo *Stagecoach Sweep*® Service Description, (“Service Description”) which supplements the Master Agreement for Treasury Management Services between Wells Fargo and Company. This Agreement is incorporated by reference into the Service Description.

1. Applicability.

From time to time the parties hereto may enter into transactions in which one party (“Seller”) agrees to transfer to the other (“Buyer”) securities or other assets (“Securities”) against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a “Transaction” and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions.

- (a) “Act of Insolvency”, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party’s inability to pay such party’s debts as they become due;
- (b) “Additional Purchased Securities”, Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof
- (c) “Buyer’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Buyer’s Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (d) “Buyer’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Seller’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

- (e) “Confirmation”, the meaning specified in Paragraph 3(b) hereof;
- (f) “Income”, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) “Margin Deficit”, the meaning specified in Paragraph 4(a) hereof;
- (h) “Margin Excess”, the meaning specified in Paragraph 4(b) hereof;
- (i) “Margin Notice Deadline”, the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) “Market Value”, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) “Price Differential”, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) “Pricing Rate”, the per annum percentage rate for determination of the Price Differential;
- (m) “Prime Rate”, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) “Purchase Date”, the date on which Purchased Securities are to be transferred by Seller to Buyer;
- (o) “Purchase Price”, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller’s obligations under clause (ii) of Paragraph 5 hereof;
- (p) “Purchased Securities”, the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term “Purchased Securities” with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

- (r) “Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) “Seller’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

- (a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.
- (b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a “Confirmation”). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- (c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

- (a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer’s Margin Amount for all such Transactions (a “Margin Deficit”), then Buyer may by notice to Seller require Seller in such Transactions, at Seller’s option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer

- ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).
- (b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).
 - (c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.
 - (d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.
 - (e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).
 - (f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments.

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or

Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest.

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer.

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

8. Segregation of Purchased Securities.

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

9. Substitution.

- (a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.
- (b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations.

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default.

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

- (a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

- (b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.
- (c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.
- (d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:
 - (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and
 - (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

- (e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.
- (f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.
- (g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.
- (h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.
- (i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement.

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications.

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in the signature block for such party at the end of this Agreement, or so sent to such party at any other place specified in a notice of change of address hereafter received by the

other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability.

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination.

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law.

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most

recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

- (c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

- (a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.
- (c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).
- (d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections.

The parties acknowledge that they have been advised that:

- (a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;
- (b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the

1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

- (c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Bank

WELLS FARGO BANK, N. A.

Address

By: _____

Title: _____

Date: _____

Company

(Company Name)

Address

By: _____

Title: _____

Date: _____

Annex I
Supplemental Terms and Conditions

Wells Fargo Bank, N. A.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Wells Fargo Bank, N. A. ("Bank") and _____ Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement. This Annex I and the Agreement are part of the *Stagecoach Sweep Service Description*, which is incorporated into the Master Agreement for Treasury Management Services between Bank and Company.

The following terms and conditions hereby supplement and/or modify the Master Repurchase Agreement between _____ and Bank.

1. In cases in which Bank is Seller, Seller and Buyer agree that notwithstanding anything in the Master Repurchase Agreement to the contrary, the transfer and delivery of the Purchased Securities may be accomplished by segregation in bulk of the Purchased Securities together with other securities being held for the benefit of third parties in connection with other repurchase agreements by Bank or its Custodian. On the Repurchase Date the Purchased Securities shall be released to Bank account.

2. The last sentence of Paragraph 3(b) of the Agreement is amended to read as follows:

In the event of any conflict between the terms of such Confirmation and this Agreement, such Confirmation shall prevail.

3. The following 2 paragraphs shall be added to Paragraph 9 of the Agreement:

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (Eastern time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (Eastern time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after such substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter into replacement transactions, the loss incurred by Buyer directly

arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 20____ (the "Agreement") between Bank and_____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

WELLS FARGO BANK, N. A.

(Company Name)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

WELLS FARGO PAYCARD SERVICE DESCRIPTION AND TERMS OF SERVICE



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") PayCard Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Service ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** The Service allows Company to make payments to Wells Fargo PayCard users (each, a "Card User") by depositing funds into a specified account (which funds the Card) via transfers through an automated clearing house ("ACH"). Each Card User can then access deposited funds through certain national and regional automated teller machine and point of sale networks, as well as at any financial institution or merchant that accepts Visa® debit cards, by using a Wells Fargo® PayCard ("Card"). The Card is reloadable from time to time by Company via ACH transfers. For purposes of this Service Description, the term "Card" also includes Cards issued under the Instant Issue Card Program as described below.
- 3. State Laws and Regulations.** In the event the Card is used by Company to pay wages, salaries, or other compensation to Card Users, Bank makes no representation or warranty regarding whether the Service will allow Company to satisfy any requirement or comply with any restriction which may be imposed upon Company as an employer under any state labor code or any other law or regulation, including, without limitation, laws prohibiting discount in wages or laws relating to fee restrictions. Company acknowledges that (a) it has made its own independent investigation and received its own legal advice, and Bank has made no representations or warranties to Company, regarding whether the use of the Service will allow Company to satisfy any such requirement or comply with any such restriction; and (b) Company is not relying on any information or opinion provided by Bank regarding any such requirement or restriction. Company further acknowledges that by electing to use the Service, it agrees to be bound by the terms and conditions set forth in this Service Description and Terms of Service ("Service Description") as well as the Service Documentation.
- 4. Bank's Duties.**

 - 4.1.** Under the Service, Bank shall issue Cards to Card Users. In connection with such issuance, Bank shall (a) prepare and deliver the Wells Fargo PayCard Card User Enrollment Form (the "Enrollment Form") to Company; (b) prepare the Wells Fargo PayCard Packets, including the required Bank disclosures and other materials contained therein (the "Card Packets"); and (c) deliver the Card Packets to Company for delivery to Card Users or directly to Card Users identified by Company, as directed by the Card User on the Enrollment Form.
 - 4.2.** Upon request by a Card User, Bank shall deliver transaction history statements to the Card User at the address on the Enrollment Form and make transaction history information available electronically online to Card Users.
 - 4.3.** Bank shall make balance information available telephonically to Card Users. Bank shall be responsible for Card customer service, including all Card service and billing inquiries (other than Card User inquiries related to the amount or timing of funds transferred to the Card by Company). Bank shall also process ACH transfers from Company's account to the specified account funding the Card pursuant to the Service.

- 4.4. To the extent applicable, Bank shall be responsible for discharging its obligations under unclaimed property laws in connection with the funds loaded on the Cards.

5. **Company's Duties.**

- 5.1. Company shall require each employee that applies for a Card ("Applicant") to complete in full and sign an Enrollment Form. Each Card User will have completed in full and signed an Enrollment Form before being issued a Card.
- 5.2. Before submitting Applicant's information on an Enrollment Form to Bank or Bank's Agent, Company shall (i) review the Enrollment Form to ensure that it includes at a minimum the Applicant's name, physical address, date of birth, and social security number, (ii) collect a copy of an unexpired government-issued identification document for Applicant that evidences nationality or residence and bears a photograph or similar safeguard, such as a driver's license or passport, and (iii) verify that Applicant's information on an Enrollment Form is consistent with Applicant's information on Applicant's identification document(s).
- 5.3. For Enrollment Forms completed before the date of this Service Description, Company shall maintain copies of each Enrollment Form completed by an Applicant for a period of at least five (5) years after Card Applicant's employment with Company terminates.
- 5.4. For Enrollment Forms completed on or after the date of this Service Description, Company shall provide a copy of each completed Enrollment Form to Bank or Bank's agent (i) by faxing the Enrollment Form to a facsimile number specified by Bank or Bank's agent, or (ii) by sending the Enrollment Form from a secure e-mail account to an e-mail address specified by Bank or Bank's agent. Bank will maintain copies of each Enrollment Form completed by an Applicant pursuant to applicable regulatory requirements.
- 5.5. Company shall allow Bank or representatives of any government agency having jurisdiction over Bank, including, without limitation, the Office of the Comptroller of the Currency, upon reasonable notice to Company, to review Company's records in order to confirm that the requirements contained in Sections 5.1, 5.2, 5.3 and 5.4 have been satisfied.
- 5.6. Company shall provide to Bank or Bank's agent, or both, as Bank requests (and in such format and through such electronic, magnetic, or other means or media as Bank may specify from time to time): (a) the Applicant's name, physical address, social security number, and date of birth (the "Identifying Information") provided by Applicant in the Enrollment Form; (b) Card Applicant's personalization information (i.e., embossing the Card with the name of the Card User); and (c) any other information Bank reasonably requests in connection with the issuance of the Cards.
- 5.7. Consistent with Bank's efforts to comply with various regulations governing money-laundering activities and terrorism fighting, Bank obtains, verifies, and records information to reasonably identify each Card User receiving a Card. Bank relies on Company as an agent for collection of information needed to identify the Card Users. Bank also relies on Company as its agent to provide the Customer Identification Program (CIP) notification to Card Users.
- 5.8. On the Enrollment Form, Applicants may authorize Company on Card Users' behalf to receive Card Packets, transaction history statements, and other materials regarding their Cards, in which case, Company shall promptly deliver to the Card Users the Card Packets, transaction history statements, and other materials provided by Bank

- from time to time. In all other circumstances, Bank shall deliver or make available the necessary material directly to the Card Users as provided in Section 4.2 above.
- 5.9.** Without Bank's prior written consent, Company shall make no changes to the Enrollment Form, the Card Packets, including, without limitation, the disclosures and other materials contained therein, or any other materials, and any revisions or updates thereto, provided by Bank to Company or Card Users, or both, in connection with the Service.
 - 5.10.** To the extent Company receives any transaction history statements or other material related to a particular Card User's use of his or her Card, Company agrees not to review or access in any way such information without Card User's consent.
 - 5.11.** As requested by Bank, Company shall provide to Bank, on each applicable business day and on a consolidated basis, the Funds Transfer Information for all Card Users. For purposes of this Service Description, the terms "Funds Transfer Information" means information provided to Bank by Company, either directly or through the ACH system, to credit, or debit the available funds of, any Card User, which information shall be provided to Bank in a form and through such electronic, magnetic, or other means or media as Bank may approve from time to time and shall include the date on which funds are to become available to the Card User.
 - 5.12.** Company shall obtain from each Card User all authorizations required by applicable laws, regulations, or otherwise to perform transfers to credit or debit the available funds of such Card User.
 - 5.13.** Company agrees to cooperate fully with Bank in furnishing any information or performing any action reasonably requested by Bank that is needed by Bank to perform its obligations under this Service Description or to comply with applicable laws and regulations. Company agrees that it shall furnish Bank with true, accurate, and complete copies of such records and all other information with respect to the Service as Bank or its authorized representative may reasonably request, provided however, that it shall not be required to divulge any records to the extent prohibited by applicable law.
 - 5.14.** Company shall instruct Card Users to direct all their inquiries regarding the Cards to Bank's toll-free customer service number.
 - 5.15.** Company shall give Bank timely written notice of any Card User authorization which has been rescinded or otherwise modified.
 - 5.16.** Company shall not require an intended recipient of an electronic fund transfer under the Service to establish an account with Bank as a condition of employment.
 - 5.17.** Company may make available to Card User only one Card per Card User at any given time. Card User may request that additional Cards be issued to persons whom Card User authorizes to have access to the funds associated with the Card ("Authorized Users"). Card Users that are domiciled outside the United States or its territories cannot request that additional Cards be issued to Authorized Users. Company reserves the right to limit the number of additional Cards that will be issued.
 - 5.18.** Other than information necessary to use the Card, Company shall not disclose to Card User any information that would enable the Card User to cause any credit of funds to, or debit of funds against, the Card User's specified account.
 - 5.19.** Company has the right to deduct funds from the funds accessible through a Card in order to correct a previous error or overpayment to a Card User or for other reasons

in accordance with applicable law. Subject to this right, Company acknowledges and agrees that all funds transferred to a Card are owned by the Card User.

6. Card User Prerequisite. In order to receive and use a Card, a Card User shall have completed in full, signed, and submitted to Company the Enrollment Form, and received the disclosures and other materials contained in the Card Packet. Bank reserves the right to revoke any Card User's use of the Card in accordance with the PayCard Terms and Conditions ("Terms and Conditions"). Further, in addition to Bank's rights to terminate under the Master Agreement, Bank may terminate Company's use of the Service if, in Bank's sole determination, there exist excessive levels of fraud, regulatory and/or reputational risk, there has been a violation of this Service Description by Company, or Bank suspects abuse of the Service in any manner.

7. Instant Issue Program. Under this Service Description, Company may issue temporary Cards under the Instant Issue Program. To the extent that Company elects to participate in the Instant Issue Card Program, it shall have the ability to purchase a stack of Instant Issue Cards (such amount not to exceed 1000 Instant Issue Cards in any order) which shall be embossed with a generic identifier. Instant Issue Cards may be used only for new employees of Company, or such existing employees receiving a Card for the first time. They are not to be used as replacement cards for lost or stolen Cards or as termination cards. Should Company desire to order Instant Issue Cards, it should contact 1-800-AT-Wells. Such Instant Issue Cards will be funded via ACH and funds underlying the Instant Issue Card shall be accessible upon settlement of such ACH file. An Instant Issue Card may be loaded up to three times prior to issuance of a personalized Card to Card User; once a personalized Card is issued and activated, the Instant Issue Card associated with such personalized Card will be deactivated automatically. Company agrees that it shall comply with any and all applicable *Visa Instant Issue Security Standards* and *Visa U.S.A. Prepaid Card Issuance with a Generic Identifier Shipping and Storage Requirements*.

8. Representations and Warranties.

8.1 As of each date that: (i) Company delivers the Identifying Information or the Funds Transfer Information, or (ii) pursuant to Company's instructions, the available funds of any Card User are credited or debited, Company represents and warrants that all information and amounts related to the Card User's Identifying Information or Funds Transfer Information, and on all paper, electronic, magnetic or other transmissions submitted in connection therewith, are accurate, true and correct and that, with respect to each Card User:

8.1.1. For Card Users designating Company as his/her agent on the Enrollment Form, Company has delivered to such Card Users a Card Packet or, provided Bank has given its prior written approval for the delivery of Cards and the Terms and Conditions to such Card Users in a different manner, a Terms and Conditions (which has been delivered to such Card Users in the manner approved by Bank.)

8.1.2. Company has delivered to such Card User all supplemental disclosure statements or other materials provided by Bank, from time to time.

8.1.3. Company has been authorized by the Card User, in a manner or form which complies with all applicable federal, state, and local laws and regulations to (a) transfer such Card User's Identifying Information to Bank or Bank's agent, and (b) transfer such Card User's payment amounts or reimbursements to Bank for loading on to a Card and to credit or debit such Card User's available funds, and that such authorization has not been rescinded or otherwise modified and remains in full force and effect.

- 8.2.** Company warrants that with respect to any instructions to Bank to debit available funds of Card User, Company has complied with applicable state or federal law as to Company's right, as an employer, to debit the Card User's available funds.
- 8.3.** Company warrants that it has not required any of its employees to complete and sign an Enrollment Form or otherwise agree to payment amounts through this Service.
- 9. Indemnification.** Company shall indemnify, defend, and hold harmless Bank, its respective affiliates, employees, representatives, successors, and permitted assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to Company's use of the Service as a means of compensating or reimbursing its employees or other payees or its failure to comply with this Service Description.
- 10. Survival.** Sections 3, 6, 8, and 9 shall survive termination of the Service.

PAYMENT AUTHORIZATION SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** Company may, by executing and delivering to Bank a Payment Authorization Service Set-up Form, elect to utilize the Service for deposit accounts which Company maintains at Bank (each an "account"). Under the terms of the Service, Bank will without Company's specific approval as to any particular Item, (a) automatically return unpaid (marked "REFER TO MAKER") Items drawn against the account which are presented to Bank, and which exceed the "Maximum Dollar Authorized Payment Amount" specified on the Setup Form, (b) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum Check Cashing Amount" specified on the Setup Form, (c) refuse withdrawal requests against the account which are presented to Bank through its branch/store network, and which exceed the "Maximum over the Counter Withdrawal Amount" specified on the Setup Form, and/or (d) refuse encashment of Items drawn against the account which are presented to Bank through its branch/store network, and which are made payable to an individual.

PAYMENT MANAGER[®] SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Payment Manager services (each, a "Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Services.**
 - 2.1. **Payment Manager Service.** The Payment Manager enables Company to send electronic files with multiple payment types and remittance information (each, a "Payment File") to Bank directly from Company's treasury workstation, ERP, or accounts payable system. Based on Company's Payment File, Bank generates (a) payments to third parties (each, a "Trading Partner") from Company's designated deposit account at Bank or Bank's affiliate (each, an "Account") and (b) remittance data regarding each payment. Payment types include automated clearing house ("ACH"), wire transfer, those card(s) Bank permits Company to use with the Service and check. Bank may add, modify or eliminate payment types at any time. For payments made by ACH, wire transfer or card, the Service Documentation includes, respectively, Bank's ACH Origination Service Description, Wire Transfer Service Description, or applicable card agreement, each of which, in the event of a conflict between it and this Service Description will control over this Service Description. Bank will make check payments in accordance with the Reference Guide for the Service.
 - 2.2. **Payment Manager PlusSM Enhanced Remittance Service.** With Payment Manager Plus, Bank uses the delivery channel to which Company and Bank separately agree to make human-readable documents describing the remittance (each, a "Remittance Document") available to each of Company's Trading Partners.
3. **Payment File Transmission.** Company will prepare each Payment File and deliver it to Bank in accordance with the guidelines Bank separately makes available to Company. Company will use the Transmission Protocol to which Company and Bank separately agree (see Section 5). Company may deliver Payment Files to Bank, and Bank will acknowledge receipt of Payment Files, twenty-four hours a day, seven days a week.
4. **Payment File Processing.** Bank will process Payment Files and make payments only on Business Days in accordance with the processing schedule Bank separately makes available. A "Business Day" is every day except Saturdays, Sundays and federal holidays.
5. **Transmission Protocols.** Bank offers the following means for Company to transmit Payment Files to Bank (each, a "Transmission Protocol"):
 - 5.1. **Secure Application File Exchange Transmission ("SAFE-T").** This transmission protocol offers a variety of transmission protocols including hyper text transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment File transmitted to Bank in Company's name.

- 5.2. Machine-to-Machine (“M2M”).** This transmission protocol uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment File transmitted to Bank in Company’s name.
- 5.3. Connect:Direct with Secure+.** This transmission protocol is used to connect Company’s mainframe environment to Bank’s mainframe environment. Secure+ is an add-on to Connect:Direct to enhance security by means of Secure Socket Layer (“SSL”) or Transport Layer Security (“TLS”). Bank uses an agreed upon ID password combination and a token card to authenticate each Payment File transmitted to Bank in Company’s name. Connect:Direct and Secure + are trademarks of Sterling Commerce.
- 5.4. Value-Added Network (“VAN”).** With this transmission protocol, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting files may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each Payment File transmitted to Bank through the VAN in Company’s name.
- 6. Payment File Validation.** Bank will inspect each Payment File received to confirm its format conforms to the requirements in the Reference Guide. Bank’s inspection will not detect erroneous or missing information or unauthorized payments.
- 7. Incomplete, Rejected Payment Files.** If a Payment File is missing a required Data Field for a payment described in it or if Bank has identified other errors that make it unable to process the File, Bank may, without liability to Company, reject the entire Payment File.
- 8. Account Reconciliation Processing (ARP), Image Positive Pay and Payee Validation Services.** If Company utilizes Bank’s Image Positive Pay Service, Bank will, at Company’s request, update Company’s Check Issue Data for checks Bank issues in accordance with the Payment Manager on the Business Day the checks are printed.
- 9. Remittance Documents.** A Remittance Document made available to a Trading Partner via fax or unencrypted e-mail is not secure. It will conclusively be deemed to have been received by the Trading Partner when Bank makes it available. Bank will not confirm receipt of or be liable for corruption or loss of data in a Remittance Document after Bank makes it available.
- 10. Payment and Delivery Preferences.** If Company elects to make Bank’s Payment and Delivery Service available to its Trading Partners, Bank will not verify the account and routing information a Trading Partner provides through the Service and will have no liability to Company or the Trading Partner if any of this information is incorrect.
- 11. Record Retention.** Company will retain a copy of a Payment File for thirty (30) days from its original transmission. Bank will retain a copy of each Remittance Document for 120 days from its original distribution.
- 12. Survival.** Sections 2.1, 6, 7, 9, 10 and 11 of this Service Description will survive the termination of Services.

PERFECT RECEIVABLES® SERVICE SERVICE DESCRIPTION

- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. (“Bank”) Perfect Receivables service (“Service”). “Service Documentation” is defined in Bank’s Master Agreement for Treasury Management Services (“Master Agreement”). The Service Documentation includes the Acceptance of Services (“Acceptance”), and “Company” is the company identified in the Acceptance.
- 2. Description of the Service.** Bank’s Service enables Company to elect options for posting, and reporting information about automated clearing house (“ACH”) entries and wire transfers (each, a “Remittance”) that Bank posts each Business Day for credit to one or more deposit accounts Company maintains at Bank or Bank’s affiliate (each, an “Account”).
- 3. Bank’s Processing of Remittances-Chargebacks.** Each Business day, Bank will post to Company’s Account all Remittances Bank receives prior to the cut off time Bank separately discloses to Company, other than Remittances Bank rejects. Each credit to Company’s Account for Remittance is provisional until Bank receives final settlement for the Remittance. If Bank does not receive final settlement, Bank is entitled to debit Company’s Account or any other accounts Company owns, in whole or in part, at Bank or any affiliate of Bank for the amount of the Remittance. Company will pay any shortfall remaining after such chargeback to Bank immediately upon demand.
- 4. Rejected Remittances.** Bank may, but will not be obligated to, reject a Remittance: (a) that does not contain all of the required information specified by Bank; (b) if Bank suspects that Company is not entitled to the Remittance; (c) if at the time Bank receives the Remittance, Company does not maintain an Account with Bank, the Service has been terminated; or Bank is not permitted by law to accept credits to any of Company’s Accounts; or (d) if Company is in default under this Service Description or any other Service Documentation.
- 5. Bank’s Reporting to Company.** Each Business Day, Bank will provide Company with the information about Remittances posted to Company’s Account(s) through the communications channel(s) Company elects.

PREPAID CARD SOLUTIONS SERVICE DESCRIPTION



- 1. Introduction.** The legal agreements governing the Wells Fargo Bank, N.A. (“Bank”) Prepaid Card Solutions Service (“Service”) include (a) this Service Description, (b) Bank’s Master Agreement for Treasury Management Services (“Master Agreement”), (c) the account agreement applicable to the deposit account at Bank or Bank’s affiliate Company uses in connection with the Service (each, an “Account”), (d) the Signature Card for Company’s Account, and (e) any User Guides and set-up forms for the Service. These agreements may be referred to collectively as the (“Service Documentation”). Bank (or a legal predecessor to Bank) has provided the applicable account agreement (“Account Agreement”) separately to Company. If there is a conflict among the agreements comprising the Service Documentation, they will govern in the order they are set forth in the first sentence of this section. “Company” is the customer of Bank or Bank’s affiliate identified in the signature card for Company’s Account. Company’s use of the Service(s) confirms Company’s receipt of and agreement to be bound by the applicable Service Documentation.
- 2. Description of Service.** The Service allows Company to make payments to an individual holding a prepaid card issued by Bank (each, a “Card”). Each individual is a “Cardholder”. A “Card” is a payment instrument denominated in U.S. Dollars that Bank issues to an individual applicant at Company’s request. Bank offers two types of Cards: (a) a reloadable Card to which Company can add funds from time to time and (b) a non-reloadable card to which Company makes a one-time funds transfer. Funds credited to a Card can be used to make purchases at merchants or service providers that accept payment through electronic payment networks in which Bank participates and, if Company and Bank separately agree, obtain cash through certain national and regional automated teller machine and point of sale networks and participating financial institutions.
- 3. Applicant Enrollment; Customer Identification Program (“CIP”).** When Company requests Bank issue a Card to an individual for which the Bank has determined that CIP verification is required, the individual (“Applicant”) will complete a card application using the enrollment option to which Company and Bank separately agree. If the agreed enrollment option allows for an Applicant to enroll by a website hosted by the Company (“Company Enrollment Site”), Company will obtain Bank’s approval prior to using the Company Enrollment Site [prior to making it operational]. Company will require Applicant to complete in full the enrollment process, including obtaining (a) Applicant’s acknowledgement of the CIP Customer Notice and (b) all identifying information required by Bank including without limitation Applicant’s name, date of birth, social security number, and physical residential address (collectively, “Applicant Identifying Information”). Irrespective of the enrollment option used, Company will promptly provide to Bank, as Bank requests (and in such format and through such electronic, magnetic, or other means or media as Bank may specify from time to time): the signed Application Form (if applicable), any Applicant Identifying Information provided to Company by Applicant Applicant’s personalization information, and any other information Bank requests in connection with the issuance of a Card. Bank reserves the right to not issue a Card to an Applicant or revoke any Card it has issued.
- 4. Delivery of Cards.** When Company orders a Card with a stated value for delivery to Company, Company is responsible for safeguarding the Card until delivery to the intended recipient and for any delivery problems or delays caused by providing Bank with an incorrect or incomplete shipping address.

5. **Funding of Cards.** Each Card Bank issues will be funded either by (a) Company depositing funds into Company's Account via transfers through an automated clearing house ("ACH") file; or (b) Bank debiting Company's Account. If the collected and available balance in Company's Account is insufficient to cover the full amount of Company's order for individual non reloadable Cards, Company's entire order will be rejected. Company has the right to deduct funds from the funds accessible through a Card in order to correct a previous error or overpayment to a Cardholder or for other reasons in accordance with applicable law. Subject to this right, Company acknowledges and agrees all funds transferred to a Card are owned by the Cardholder. Company will not charge Applicants and Cardholders a fee for requesting or receiving a Card, and will not charge Cardholders a fee for loading funds to the Card.
6. **Customer Service.** Bank will provide customer service to Cardholders as detailed in the Prepaid Card Solutions Terms and Conditions ("Terms and Conditions").
7. **Unclaimed Property.** Bank will be responsible for handling issues relating to unclaimed property, including inactivity of Cards and funds on Cards.
8. **Limitation on Number of Cards.** Company will make available to each Cardholder no more than one reloadable Card.
9. **Company's Cooperation with Bank.**
 - 9.1. Company will cooperate fully with Bank in furnishing any information or performing any action reasonably requested by Bank that is needed by Bank to perform Bank's obligations under this Service Description or to comply with applicable laws and regulations. Company will furnish Bank with true, accurate, and complete copies of such records and all other information with respect to the Service as Bank or its authorized representative except to the extent prohibited by applicable law.
 - 9.2. Company will allow Bank and/or representatives of any supervisory or regulatory agency having jurisdiction over Bank, including, without limitation, the Office of the Comptroller of the Currency and the Consumer Finance Protection Board, upon reasonable notice to Company, to review Company's records in order to confirm that the requirements contained in this Service Description have been satisfied.
 - 9.3. Without Bank's prior written consent, Company will make no changes to the Enrollment Form (that is, any paper form designed by Bank and provided by Bank to the Company to be used in the application process), Company Enrollment Site, the Card Packets and their contents or any other materials Bank provides to Company, Cardholders, or both in connection with the Service.
 - 9.4. Company will permit Bank at least twice annually to examine its Company Enrollment Site (if any) to ensure that no changes have been made to the Company Enrollment Site without Bank's consent.
 - 9.5. Company will not use Bank's name, logo, and likeness, including that of the Card, in any advertisements, promotional materials, and activities created or sponsored for the purpose of communicating or marketing Company's products or services by Company, except as pre-approved, in writing, by Bank.

- 9.6. Company will not emboss advertising or promotional language, political statements, telephone numbers, provocative materials, branded products or copyrighted materials on the Cards.
- 9.7. Company will not disclose to Cardholder routing and/or card funding account number.
- 9.8. Company will not resell pre-denominated Cards or offer the Service to other companies.
10. **State Laws and Regulations.** When using the Service, Company will comply with all applicable laws and regulations, including but not limited to, any state labor code or other law or regulation (a) governing wages, salaries, or other compensation or (b) prohibiting discount in wages or laws relating to fee restrictions (collectively, "Employment Laws"). If Company uses a Card to pay wages, salaries, or other compensation to a Card User, Bank makes no representation or warranty as to whether the Service will allow Company to satisfy any requirement to which Company has made its own independent investigation and received advice from its own legal counsel regarding compliance with Employment Laws, Company is not relying on any information provided by Bank regarding any such Employment Laws. If convenience checks are provided to Cardholders as part of the Service, Company agrees the convenience checks are an additional channel for Cardholders to access their funds and are not a substitute for paper paychecks. Company agrees that, from time to time, Bank may restrict the issuance of Cards in certain states.
11. **Termination.** In addition to Bank's rights to terminate Company's use of the Service under the Master Agreement, Bank may terminate Company's use of the Service if, in Bank's sole determination, (a) there exist excessive levels of fraud, regulatory and/or reputational risk arising out of Company's use of the Service, (b) Company has violated this Service Description, or (c) Bank has reason to believe Company is not using the Service in the manner agreed upon or Bank suspects Company of misuse of the service in any manner.
12. **Indemnification.** Company will indemnify, defend, and hold harmless Bank, its respective affiliates, employees, representatives, successors, and permitted assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to Company's use of the Service as a means of compensating or reimbursing its employees or other payees or Company's failure to comply with this Service Description.
13. **Survival.** Sections 3, 10, and 12 will survive termination of the Service.

RECEIVABLES MANAGER SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Receivables Manager services (each, a "Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** The Service enables Company to receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to the deposit accounts at Bank that Company enrolls in the Service (each, an "Account") and associated remittance information. The User Guide details (a) the types of payments for which Bank provides the Service, (b) the options Bank offers for formatting Files, (c) the secure transmission platforms Bank offers to deliver Files to Company, (d) the schedule Bank follows in providing the Service, and (e) Bank's Service level goals.
- 3. Re-association Service.** If Company enrolls in Bank's Re-association Service, Bank will accept a File containing remittance information from a trading partner of Company and attempt to re-associate payments the trading partner makes separately by ACH or wire transfer, provided the trading partner (a) sends the remittance information to Bank in advance of the payment and (b) includes an originating company ID and a transaction reference number with both the remittance information and the associated payment.
- 4. Company's Receipt of Files; Acknowledgments.** Bank will not monitor Files transmitted to Company through the Service including without limitation any acknowledgment Company's system may generate upon its receipt of a File. If Company does not receive a File when it expects to, Company will notify Bank. If Company requests Bank resend a File within fourteen days after Bank initially transmits the File to Company, Bank will attempt to honor such request but will have no liability for not doing so.
- 5. Incorrect, Incorrectly Formatted Information.** Bank is not responsible for the accuracy of and will not verify remittance information it receives from Company's trading partners and provides to Company through the Service.

WELLS FARGO REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION

(Wells Fargo Electronic Depositsm, Desktop Deposit[®], Remote Deposit Capture)

1. **Introduction.** The legal agreements governing the Wells Fargo Bank, N.A. (“Bank”) Remote Deposit Capture service (“Service”) include (a) this Service Description, (b) the account agreement applicable to the deposit account at Bank or Bank’s affiliate Company uses in connection with the Service (each, an “Account”), and (c) the signature card for the Account. These agreements may be referred to collectively as the “Service Documentation”. Bank (or a legal predecessor to Bank) has provided the applicable account agreement (“Account Agreement”) separately to Company. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order they appear in the first sentence of this section. “Company” is the customer of Bank identified in the signature card for Company’s Account. Company’s use of the Service(s) confirms Company’s receipt of and agreement to be bound by the applicable Service Documentation.
2. **Description of Service.** The Service enables Company to create Electronic Items from eligible paper items and transmit the Electronic Items in an electronic file (“Electronic File”) to Bank for review and processing for credit to Company’s deposit account at Bank (“Account”) in accordance with this Service Documentation. An “Electronic Item” is the electronic image of the front and back of each eligible U.S. Dollar paper item and other information captured from the paper item including without limitation MICR data (and will be deemed to be an “item” for purposes of the Uniform Commercial Code). Bank’s Reference Guide for the Service lists eligible U.S. Dollar items (and ineligible items). For each Electronic Item Bank determines is eligible for processing, Bank will:
 - 2.1. create a substitute check as defined in the Account Agreement that Bank will present directly or indirectly to the bank (a) on which the original paper item to which the Electronic Item relates is drawn, or (b) at or through which the original paper item is payable (each, the “Paying Bank”);
 - 2.2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - 2.3. post any Electronic Item for which Bank is the Paying Bank.
3. **Creating Electronic Items and Transmitting Company’s Electronic File to Bank.** To create Electronic Items and transmit Company’s Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company’s software and hardware or third-party provided software and hardware, provided each generates Electronic Items and Electronic Files that meet Bank’s then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company’s Electronic File is Company’s agent, and Company will be responsible for ensuring its agent complies with Company’s responsibilities under this Service Description. In particular, each Electronic File Company’s agent transmits to Bank will include only Electronic Items payable or endorsed to Company, unless Bank expressly agrees to permit Company’s agent to include Electronic Items payable to multiple customers of Bank.

- 4. Processing Company's Electronic File.** Bank will review each Electronic Item and process the Electronic Items Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.
- 5. Exception Items.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Items Bank determines are ineligible for the Service (each, an "Exception Item"). "Exception Item" includes without limitation an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, or (d) any Electronic Item other than one described in (a), (b), or (c) of this section 5 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Item through Bank's *Commercial Electronic Office*[®] service or other communication channel at Bank's discretion. Company will deposit an Exception Item to Company's Account only by depositing the original Paper Item to which the Exception Item relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Item when Bank processes the Electronic File that includes the Exception Item, the substitute check or purported substitute check Bank creates from the Electronic Item may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Item will not limit Company's obligations to Bank under section 9.
- 6. Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Item for deposit to Company's Account (other than any Exception Item) (a) on the Business Day Bank processes the Electronic Item (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Items will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time.
- 7. Third-Party Processors.**

 - 7.1. General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Item on behalf of a customer or (b) process an Electronic Item one of its customers has created and transmitted to Company.
 - 7.2. Prerequisites for Acting as a Third-Party Processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of Customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program and (b) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Items and maintaining the security of original Paper Items; (ii) warranties paralleling each of the warranties Company makes to Bank

in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Items for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

7.3 Risk Parameters; Ongoing Monitoring. For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Items on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Items for the Customer and/or preventing the Customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Items.

8. Company's Representations and Warranties. Company represents and warrants to Bank Company will:

- 8.1.** use the Service only for eligible paper items payable to or endorsed for deposit by Company (unless Bank expressly agrees otherwise);
- 8.2.** transmit to Bank only Electronic Items suitable for processing including without limitation legible Electronic Items containing machine-readable MICR data;
- 8.3.** not transmit to Bank any Electronic Item that duplicates an Electronic Item previously transmitted to Bank or that did not originate as an eligible paper item;
- 8.4.** maintain control over and sole responsibility for secure retention and destruction of each original eligible paper item for which Company or one of Company's customers has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
- 8.5.** not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper item with respect to which Company has transmitted an Electronic Item to Bank, unless Bank has notified Company that the Electronic Item is an Exception Item;
- 8.6.** if Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Items payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Items payable to multiple customers of Bank; and
- 8.7.** if Company is a third-party processor as set forth in section 7 of this Service Description, comply with section 7 of this Service Description.

9. Company's Agreement to Indemnify Bank. Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 9, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses

(including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:

- 9.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper item for which Company has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
 - 9.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
 - 9.3.** Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item, an Exception Item or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
 - 9.4.** Bank presenting an Electronic Item to the Paying Bank for payment.
- 10. Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 8 or 9 of this Service Description.
- 11. Additional Controls on Company.**
- 11.1. General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.
 - 11.2. Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect to such internal controls;
 - 11.3. Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about (a) Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"), (b) the number of consumer complaints Company received in the prior calendar quarter, and (c) the then current status of each consumer complaint.
- 12. Survival.** Sections 8 and 9 of this Service Description will survive termination of the Service.

RETAIL IMAGE LOCKBOX SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the applicable documentation (“Service Documentation”) governing the Wells Fargo Bank, N.A. (“Bank”) Retail Image Lockbox service (“Service”). For treasury management relationships governed by Bank’s Master Agreement for Treasury Management Services, the Service Documentation includes the Acceptance of Services, and “Company” is the company identified in the Acceptance of Services. For treasury management relationships governed by Bank’s Deposit Agreement and Disclosures for Commercial Accounts, the Service Documentation includes the related Depository Authorization & Agreement Certificate and/or Signature Card, as applicable (each an “Authorization Certificate”), and “Company” is the company identified in the Authorization Certificate. As used in this Service Description, the term “Master Agreement” refers to either Bank’s Master Agreement for Treasury Management Services or Bank’s Deposit Agreement and Disclosures for Commercial Accounts, as applicable.
- 2. Scope of Service.** The Service covers the processing of (i) checks and other instruments submitted in payment of obligations to Company (“Remittances”) and (ii) written authorizations to charge payments due Company to the payors’ credit cards (“Charge Authorizations”). However, processing of Charge Authorizations is not available at all processing sites. To the extent Company is not using the Service to process Charge Authorizations, the references to Charge Authorizations throughout this Service Description will not apply to Company.
- 3. Commencement of Service.** The Service will start on the date separately agreed to by Bank and Company if the following events have occurred before such date:

 - 3.1.** The United States Postal Service has assigned the Lockbox (as defined in Section 4 below) to Company with the number and at the address specified by Bank to Company;
 - 3.2.** The Account (as defined in Section 6 below) has been opened and is in good standing;
 - 3.3.** Company has designated to Bank in writing the processing options selected by Company for the Service; and
 - 3.4.** Company has provided to Bank such other information and documents as Bank requests to enable Bank to commence and operate the Service for Company and to enable Bank to comply with its other obligations under this Service Description.
- 4. Lockbox.** Company will direct its customers to mail Remittances and (if applicable) Charge Authorizations to the post office box identified in the Lockbox Service Set-up Form, or otherwise identified in writing to Company (the “Lockbox”). Bank (including any subcontractor of Bank) will have exclusive access to the Lockbox. Bank will give appropriate instructions concerning the Lockbox to the United States Post Office where the Lockbox is located.
- 5. Processing Lockbox Mail.** Each Business Day (a day on which Bank is open to conduct its regular banking business, other than a Saturday, Sunday or public holiday), Bank or its subcontractor will pick up at, and transport from, the Lockbox to the processing site or sites designated by Bank (each a “Processing Site”) the Remittances and Charge Authorizations addressed to the Lockbox. Except as otherwise specifically provided in this Service

Description, Bank or its subcontractor will open the Remittances and Charge Authorizations and process them in accordance with the lockbox processing procedures set forth in this Section 5 (the "Processing Procedures"). Company agrees to instruct its customers and other obligors not to send cash to the Lockbox.

- 5.1. Disposition of Remittance Materials.** On each day Bank offers the Service, Bank will collect from the Lockbox the envelopes and other contents of the Lockbox. Bank will open the envelopes and determine whether they contain any Charge Authorizations, Remittances, remittance statements, invoices, correspondence, checks, cash, papers, documents, or other items. Unless otherwise requested by Company (the business entity receiving the Service) and agreed to by Bank, if cash is sent with any remittance materials the cash will be removed from the envelope containing the remittance materials and a credit advice of the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Processing Procedures or elsewhere in this Service Description, or as specifically requested by Company and agreed to by Bank, Bank will not reconcile the Charge Authorizations, checks, cash or other items in the envelopes to invoices, to remittance statements, or to any other documents or papers in the envelopes or elsewhere. Bank will process any checks, instruments, Charge Authorizations and any cash in the envelopes by automated means, unless an envelope does not contain a remittance statement or invoice or coupon, in which case the checks or cash will be processed manually (a "Manually Processed Check"), as otherwise provided in these Processing Procedures and, if so provided in these Processing Procedures, deposit such checks and cash in the Account.
- 5.2. Document Identification, Imaging, and Data Capture.** Bank or its subcontractor will (i) print an audit trail identification number on each of the remittance documents that it processes, (ii) image all checks, Charge Authorizations, remittance stubs and correspondence included among the remittance materials, and (iii) electronically capture OCR data from remittance documents, such as account number and amount due.
- 5.3. Checks Deposited under Automated Processing.** Unless Company gives Bank timely instructions to the contrary using the Retail Lockbox Client Decision Module available through Bank, with regard to a particular check, each check processed under automated check processing procedures will be deposited as provided in Section 5.6 of these Processing Procedures even if (i) the numerical and written amounts of the check are not the same, (ii) the numerical and written amounts on the check do not correspond to the amount on any invoice or remittance statement sent with the check, (iii) there is no payee on the check, (iv) the check is postdated or staledated, (v) the drawer of the check cannot be determined, (vi) the check does not have a date or a signature, or (vii) the check contains alterations or restrictive notations.
- 5.4. Handling of Rejected Checks.** Bank will evaluate each check or remittance document which it could not initially process electronically, and if Bank determines, in its sole discretion, that such check or remittance document can reasonably be corrected, repaired or otherwise processed, Bank will attempt to correct, repair, or complete the processing of such check or remittance document. If Company has requested special handling of rejected checks, Bank will process such checks manually in accordance with Company's written instructions to Bank; provided, however, that Bank will not deposit a rejected check listed in an electronic stop payment file which Bank has received from Company in accordance with Bank's specifications for such files.

- 5.5. Restrictive Notations.** Bank will not inspect checks, whether processed by automated means or processed manually, to determine whether they bear restrictive notations, such as "Paid in Full". Bank will have no liability whatsoever, despite anything to the contrary in this Service Description, for depositing or otherwise handling any check bearing a restrictive notation in accordance with these Processing Procedures, regardless of whether Bank has knowledge of such restrictive notation.
- 5.6. Deposits of Checks and Cash.** During each Business Day, Bank will make deposits of the acceptable checks and cash received in the Lockbox by crediting the Account for the amount of such checks and cash. If a check is processed by automated means, Bank or its subcontractor will capture the information on the scan line on the remittance statement or invoice or coupon accompanying the check and transmit such information to Company electronically on a daily basis. Company will determine what information is placed on the scan line of Company's remittance statements, invoices or coupons. If the check is a Manually Processed Check, Bank will manually enter into its database the account number and amount of the check and transmit such information to Company electronically on a daily basis. Except as otherwise specifically provided in this Service Description, the normal and customary laws, rules, practices and procedures for handling deposits to checking accounts will apply to these Processing Procedures and the Service.
- 5.7. Eligibility Requirements for Processing Charge Authorizations.** In order to be eligible for processing by Bank, a Charge Authorization received in the Lockbox must contain the name of the account debtor, the account debtor's credit card number, the expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Credit Card Charge Authorization, or is, in the sole judgment of Bank or its subcontractor, not sufficiently legible for processing purposes, the Credit Card Charge Authorization will not be processed, and will be forwarded to Company as set forth below.
- 5.8. Processing Charge Authorizations for Approval.** Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required in Section 5.7 above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.
- 5.9. Settlement Report for Charge Authorizations.** Following processing of Charge Authorizations for approval, Bank will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. Bank will generate a settlement report for all approved Charge Authorizations and will make it available to Company in the manner mutually agreed upon during implementation of the Service.
- 5.10. Imaging.** Bank or its subcontractor will electronically image checks, Charge Authorizations, remittance stubs and correspondence received in the Lockbox. Company acknowledges and agrees that the images are not works made for hire and are the property of Bank and not of Company.
- 5.11. Transmission of Information from Processed Remittances.** Each Business Day that Bank offers the Service, Bank will electronically transmit to Company, in

accordance with the transmission method and file format agreed upon between Bank and Company, information from processed remittances, including credit card transaction data, and each settlement report applicable to approved Charge Authorizations.

5.12. Mailing Checks to Company. Unless otherwise specified by Company in writing to Bank, Bank will mail to Company, in accordance with the terms of this Service Description, any checks enclosed in an envelope with remittance materials which are not deposited in accordance with these Processing Procedures.

- 6. Account.** Company will maintain a deposit account with Bank, which Company will designate in the Lockbox Service Set-up Form or otherwise in writing, to which Bank or its subcontractor will (i) deposit Remittances received through the Lockbox, and (ii) credit amounts attributable to settlement of Charge Authorizations received through the Lockbox, throughout the term of the Service (the "Account"). Company understands that this Service Description covers the lockbox service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Account or the processing of checks drawn on the Account. Except as otherwise specifically provided in this Service Description, the Account will be handled and checks drawn on the Account will be processed by Bank as Bank would perform such responsibilities with respect to any other demand deposit account at Bank. As a result, the Account will be subject to, and Bank's operation of the Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Account (the "Account Agreement"), a copy of which Company acknowledges having received.
- 7. Deposits and Confirmations.** Company authorizes Bank to endorse checks and other payment instruments received at the Lockbox, and to deposit them into the Account as provided in the Processing Procedures. If any payee of a check or other payment instrument received in the Lockbox is a legal entity other than Company, Company represents and warrants to Bank that Company has the proper authorization from the payee to have the check endorsed for deposit, and deposited, into the Account, and Company agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") suffered or incurred by Bank as a result of, or in connection with, Company's failure to have proper authorization. Company also authorizes Bank to process and settle Charge Authorizations received at the Lockbox, and to cause the amounts received on account of settlements of such Charge Authorizations to be credited to the Account as provided in the Processing Procedures. Bank will provide to Company an advice of deposits and other credits made to the Account. Company agrees to notify Bank's customer service center, whose address and telephone number is available upon request from Bank, (i) of any error in an advice of deposit within fourteen (14) calendar days after Company receives such advice of deposit and (ii) of any error in a bank statement, or of any failure of a bank statement to show a deposit that should have been made during the period covered by the statement, within thirty (30) calendar days after Company receives such bank statement. The liability of Bank for such errors is limited as provided in Section 17 of this Service Description.
- 8. Accounts Receivable Conversion.** If Company utilizes Bank's *Smart Decision*[®] service or another method of accounts receivable conversion offered by Bank, Bank or its subcontractor will, on each Business Day, create an "Electronic File" that includes electronic images of Remittances that are received in the Lockbox (each, an "Electronic Image") and other information regarding Remittances, and will process the Electronic File and Remittances according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Remittance, and Bank (each, respectively, a "Company Preference," "Issuer

Preference,” or “Bank Preference.”) Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Remittance to an ACH debit entry on the deposit account on which it was drawn, in which case the conversion and processing of such ACH debit entry will be governed by and subject to Bank’s separate ACH Origination Service Description, including, without limitation, the indemnity provisions thereunder; (b) process remaining Electronic Images in accordance with Bank’s separate Service Documentation, as selected by Company for non-eligible Electronic Images and Items; or (c) process remaining Items in accordance with Bank’s Commercial Account Agreement or other applicable deposit account agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, with respect to an Electronic Image or an Item, Bank will process the Electronic Image or Item in accordance with the Bank Preference.

- 9. Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or its subcontractor (the “Website”) for the purpose of accessing archival images of Charge Authorizations, Remittances and other remittance materials processed through the Lockbox, and giving Bank or its subcontractor certain types of instructions with regard to the processing of such remittance materials. Company agrees to use the Website only in accordance with this Service Description and any notices and information posted on the Website (collectively, the “Website Use Documentation”). Persons entering the Website for Company (the “Users”) must also accept any “terms of use” for the Website which appear on the Website when a User initially logs on.
- 10. Security Procedures.**
 - 10.1.** Bank or its subcontractor will provide each User with a multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens) to be used whenever the User enters the Website.
 - 10.2.** It is Company’s responsibility to ensure that any user names, passwords, passphrases, digital certificates and tokens provided in connection with use of the Website (collectively, “Security Devices”) are known to, and used only by, persons who have been properly authorized by Company to access the Website and use the Service through the Website.
 - 10.3.** FAILURE TO PROTECT SECURITY DEVICES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICE, (2) CORRECT, CHANGE, VERIFY, OR SEND DATA USED WITH THE SERVICE, (3) SEND INFORMATION AND COMMUNICATIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY’S ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH COMPANY’S SECURITY DEVICES WILL BE DEEMED TO BE ENTRIES, USES, AND COMMUNICATIONS AUTHORIZED BY COMPANY AND SHALL BE BINDING UPON COMPANY. COMPANY ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF ALL SECURITY DEVICES. Company acknowledges the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (a) notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (b) disabling access to the Website immediately for each User who stops being a User, and (c) not keeping, in any form or in any place, lists of Security Devices.

- 10.4.** Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Security Device. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into the Website.
- 11. Use of Certain Software to Access the Website.** In using the Website, Company will be sending financial and other data as well as electronic messages directly to Bank or Bank's subcontractor through the Internet. Company acknowledges that when the Internet, or other electronic communications facilities, are used to transmit or receive data and messages, the data and the messages may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, Company agrees to transmit and receive data and messages through the Website using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol or other protocols required by, or acceptable to, Bank, and to follow the log-on procedures established by Bank or its subcontractor that support such protocols.
- 12. Restricting or Terminating Access to the Website.** In addition to, and not in substitution for, any provision in this Service Description or the other Service Documentation, Company understands and agrees neither Bank nor its subcontractor will in any way be obligated to permit Users access to the Service through the Website if (a) such use or access is inconsistent with any term or condition applicable to the Service or the Website or to the information to be accessed, (b) such use or access is not permitted by applicable state or federal law or regulation, (c) Bank has reasonable cause to believe that such use or access may not be authorized by Company or any third person whose authorization Bank believes is necessary for such use or access, or (d) Bank has reasonable cause to deny such use or access for Company's protection or the protection of Bank or Bank's subcontractor. If the Service cannot be used through the Website, Bank will make reasonable efforts for the Service to be used by other means. Neither Bank nor its subcontractor shall have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.
- 13. Decisioning Module.** If Bank's decisioning module is available to Company, and Company elects to it in connection with the Service, Company will be able to send instructions through the Website to Bank or its subcontractor as to how to process certain Remittances or Charge Authorizations which Bank classifies as either "processable suspend" or "unprocessable" (collectively, the "Unprocessable Items"). Company will have several options for instructions, as agreed upon in advance by Bank and Company. Such options may include one or more of the following: (i) apply the Unprocessable Item to a specific customer account, (ii) apply the Unprocessable Item to Company's suspense account, (iii) reject the Unprocessable Item and have it placed in Company's reject package, or (iv) direct Bank to issue a letter of pre-arranged content to the remitter of the Unprocessable Item. Each message related to the processing of an Unprocessable Item (a "Decisioning Instruction") must be received by Bank or its subcontractor by the cutoff time for deposit or processing of such item which Bank and Company have mutually agreed upon during implementation of the Service. If no Decisioning Instruction is received by the specified deadline, the Unprocessable Item will be handled in accordance with the Processing Procedures or any other standing instructions applicable such items. Bank will have no liability or responsibility whatsoever for any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions.
- 14. Customer Service.** Any questions or problems that Company has with respect to the Service should be addressed to Bank's customer service center at the telephone number and address separately disclosed to Company.

- 15. Claims, Legal Progress and Notices.** If Bank receives any claim, notice, legal process or court order relating to the Charge Authorizations, the Remittances, the Lockbox or the Account, Bank will comply with it if Bank determines in its sole discretion that the legal process, legal notice or court order is legally binding on it.
- 16. Indemnification.** Company agrees to indemnify Bank and its officers, directors, employees, agents and subcontractors (collectively, "Indemnified Parties") and hold each of the Indemnified Parties harmless from and against any and all losses, liabilities, claims, damages, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, attorneys' fees (collectively, "Losses and Liabilities") which any one or more of the Indemnified Parties suffers or incurs in relation to (i) the processing of Charge Authorizations, (ii) any keying errors, Company system issues, or misapplied payments resulting from Company's Decisioning Instructions, or (iii) any action taken by Bank or its subcontractor in response to a Decisioning Instruction, except to the extent that any such Losses and Liabilities are directly caused by Bank's gross negligence or willful misconduct.
- 17. Limitation of Liability.** Company understands and agrees that, absent manifest evidence of fraud, Bank is entitled to assume that each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor purporting on its face to give the Charge Authorization, and Bank will have no liability for processing such Authorization in accordance with the Processing Procedures. In addition to the other limitations on Bank's liability contained in the Master Agreement, if Company incurs a material loss which results directly from Bank's or its subcontractor's negligence or breach in performing the Service and (i) if such negligence or breach is a failure to deposit any check which should have been deposited or to process any Charge Authorization which should have been processed, pursuant to this Service Description, the liability of Bank and its subcontractor shall be limited to direct money damages in an amount not to exceed interest on the amount of the check or the amount of the payment authorized under the Charge Authorization at a rate equal to the cost of funds (at a reserve adjusted daily interest rate which Bank will determine in good faith) for the time period such amount is not in the Account, which time period for the purpose of calculating the interest will not extend beyond the end of the thirty (30) calendar day notice period referred to in Section 7 of this Service Description, and (ii) if such negligence or breach results from any other action or failure to act by Bank or its subcontractor, the liability of Bank and its subcontractor shall, unless otherwise provided by any law which cannot be varied by contract, be limited to direct money damages in an amount not to exceed the lesser of (A) three (3) times all the Service Fees charged or incurred in relation to the Service during the calendar month immediately preceding the calendar month in which the loss occurred (or, if no such fees were charged or incurred in the preceding month, such fees charged or incurred in the month in which the loss occurred), or (B) Two Hundred Thousand Dollars (\$200,000.00).
- 18. Termination.** Upon termination of the Service, Bank will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by Company for a period of three (3) months after the termination date, unless arranged otherwise between Company and Bank, with Service Fees with respect to such disposition based on Bank's estimate being prepaid directly to Bank at the time of such termination in immediately available funds or by another payment method acceptable to Bank in its sole discretion.
- 19. Assignment.** Notwithstanding anything to the contrary in the Agreement, the rights and obligations of Bank with respect to the Service shall be assignable to any successor in interest without restriction.
- 20. Instructions.** Bank is authorized to act on any instructions received by Bank if (i) such instructions purport to be made in the name of Company, (ii) Bank reasonably believes that

they are so made, and (iii) they do not conflict with the terms of this Service Description, including, but not limited to, the Processing Procedures, as such terms may be amended from time to time, unless the conflicting instructions are supported by a court order.

- 21. Authorized Persons.** Any person identified by Company in the Lockbox Service Set-up Form or any certification, notice or other communication delivered to Bank may receive information, communications and notices regarding the Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Service. If the identity of such a person changes Company will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a certification, notice or other communication to act on it.
- 22. Software, Hardware and Backup Requirements.** Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with this Service Description, Company will as soon as reasonably possible deliver to Bank all data in Company's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.
- 23. Survival.** Sections 7, 8, 10, 12, 16, 17 and 23 of this Service Description will survive termination of the Service.
- 24. Terminology.** As used in this Service Description and in the Agreement as applied to this Service, "negligence" will mean a material failure to use that degree of care that would be used under the same or similar circumstances by a national banking association having substantially the same volume and type of lockbox activity and approximately the same number, size and diversity of lockbox customers.

RETURNED ITEM SERVICES SERVICE DESCRIPTION



1. **Introduction.** This Returned Item Services Service Description (“Service Description”) and the other Service Documentation as defined in the Master Agreement for Treasury Management Services between Wells Fargo Bank, N.A. (“Bank”), and the company identified in the Acceptance of Services (“Company”) between Bank and Company govern Bank’s Returned Item Services (each, a “Service”).
2. **Description of Bank’s Returned Items Services.** Bank’s Returned Item Services enable Company to have Bank (a) act as Company’s returned Item processor with respect to Items payable to Company that are presented to Bank or another financial institution for payment and returned to Bank unpaid (each, a “Returned Item”) in accordance with Company’s Special Instructions to Bank for Returned Items (“Special Instructions”) and (b) originate debits and report and process credits received for Company’s returned check fee (“Returned Item Service Fee Recovery”). Company will communicate its Special Instructions regarding Company’s Returned Items to Bank, and Bank will communicate to Company regarding the Services, using the media, format and communication channel(s) to which Company and Bank agree, separately.
3. **Conditions to Provision of Bank’s Service.** As conditions to Bank’s provision of the Services, Company will at all times (a) maintain Company’s demand deposit account(s) at Bank (each, an “Account”) in good standing; (b) subscribe to Bank’s *Commercial Electronic Office®* (“CEO®”) Service; and (c) comply with all Rules Applicable to Bank’s Returned Item Services as set forth in this Service Description.
4. **Rules Applicable to Bank’s Returned Item Services.** Bank will provide its Services to Company in accordance with:
 - 4.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
 - 4.2. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks (“Reg CC”), Federal Reserve Board Regulation E (“Reg E”) and, in the case of Bank’s Returned Item Service Fee Recovery Service when Bank originates an ACH entry on Company’s behalf, the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member (together, the “NACHA Rules”), all as amended from time to time.
5. **Special Instructions.** Bank will process Company’s Returned Items in accordance with Company’s Special Instructions, unless Bank determines in Bank’s sole discretion that doing so with respect to a Returned Item would prevent Bank from effectively providing Bank’s Service to Company.

- 6. Bank's Right to Chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to the account or to an account at another financial institution.
- 7. Returned Item Service Fee Recovery.** Bank determines the state whose laws establish the maximum returned check fee that Company may assess a customer who issues a Returned Item to Company based on information about Company's retail locations Company provides to Bank when Company enrolls in the Service and subsequently after Bank receives notice from Company regarding a location change in Company's retail locations. If Company fails to provide information to Bank regarding a location change in a timely fashion, Bank will assess the lowest maximum fee permitted in the states for which Company has provided location information.
- 8. ACH Entries.**

 - 8.1. Payment Obligations; Settlement; Returned Debit Entries.** In the case of Services for which Bank originates ACH debit entries on Company's behalf, each credit to Company's Account will be made on the applicable settlement date. Bank may charge Company's Account for any debit, correcting or reversing entry which is later returned to Bank. Company authorizes Bank upon prior oral or written notice to Company to place a hold on an equal amount of funds in Company's Account or to take any other action Bank deems appropriate to ensure Bank receives payment for any debit, correcting or reversing entry which is later returned to Bank.
 - 8.2. Reimbursement.** Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney's fees and legal expenses, as the result of (a) a breach of any warranty Bank makes under the NACHA Rules in connection with providing the Services to Company, (b) a breach of any representation or warranty that Company makes in this Service Description, or (c) an action Company asks Bank to take in connection with Bank's providing the Services to Company. Company authorizes Bank to recover any such amount by debit to any account Company owns in whole or in part at Bank or any affiliate of Bank.
- 9. Company's Representations and Warranties.** Company represents and warrants to Bank that:

 - 9.1.** The information about Company's retail locations that Company provides to Bank in accordance with section 7 is accurate.
 - 9.2.** Company has received and will maintain current copies of the Rules Applicable to Services including without limitation Reg CC, Reg E and the NACHA Rules and is in compliance therewith.
- 10. Company's Agreement to Indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 10, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal

counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:

- 10.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation including without limitation Company's obligation to provide Bank with information about Company's locations.
 - 10.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - 10.3.** The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation; and
 - 10.4.** A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Services under this Service Description, any failure by Bank to assess the correct Returned Item Service fee based and any delay in the return of any Returned Item.
- 11. Bank's Assessment of Services.** Company agrees Bank may at any time or times modify this Service Description upon notice to Company, and the Service Description as modified will supersede this Addendum and be binding upon Company.
- 12. Survival.** Sections 6, 7, 8, 9, and 10 of this Service Description will survive termination of the Service.



SMART DECISION[®] SERVICE DESCRIPTION

1. **Introduction.** This Service Description and the other Service Documentation as defined in the Master Agreement for Treasury Management Services between Wells Fargo Bank, N.A. ("Bank"), and the Company identified in the signature block of the Acceptance of Services ("Company") between Company and Bank govern Bank's Smart Decision Service ("Service").
2. **Description of Service.** Bank will process for credit to each account at Bank that Company enrolls in the Service ("Account") checks or other instruments payable to Company (each, an "Item") that Company delivers to Bank via the depository channels through which Bank offers the Service. These depository channels include (a) electronic channels through which Company transmits electronic files of electronic images of Items (each, an "Electronic Image") and other information (collectively, the "Electronic File") and (b) other channels through which Bank accepts Items for processing. Bank will convert each eligible Electronic Image and each eligible Item to an automated clearing house ("ACH") debit entry (each, an "Entry") on the deposit account on which it was drawn or otherwise process the Electronic Image in accordance with the separate Service Documentation governing the electronic depository channel Company uses to deliver the Electronic Image to Bank or process the original Item in accordance with Bank's Commercial Account Agreement.
3. **Rules Applicable to the Service.** Bank will provide the Service to Company in accordance with
 - 3.1. this Service Description;
 - 3.2. the Service Documentation; and
 - 3.3. the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member and Federal Reserve Board Regulation E ("Regulation E") (together, the "ACH Rules"). If Bank processes an Item as an Entry, Bank is the originating depository financial institution ("ODFI"), Company is the "Originator," and the person issuing the Paper Item is the "Receiver," as these terms are defined in the ACH Rules.

In the event of a conflict between this Service Description and the other Service Documentation, this Service Description will control.
4. **Conditions to Provision of the Service.** As conditions to Bank's provision of the Service, Company will at all times (a) subscribe to Bank's *Commercial Electronic Office*[®] ("CEO[®]") Service, (b) maintain each Account in good standing, and (c) comply with the Rules Applicable to the Service.
5. **Preferences.** A Preference is a criterion Bank uses to determine the means Bank will use to process an Item. Each Business Day, Bank will process Company's Electronic File and Items in accordance with Company Preferences and Preferences from the issuer of an Item (each, an "Issuer Preference") that Bank has on file as of Bank's Cut-Off Time on the prior Business Day. If a Company Preference or an Issuer Preference conflicts with a Bank Preference with respect to an Electronic Image or an Item, Bank will process the Electronic Image or Item in accordance with the Bank Preference.

6. **Payment Obligations; Provisional Credit, Settlement; Returned Debit Entries.** When Bank processes an Electronic Image or an Item as an Entry, Bank will credit Company's Account for the Entry on the applicable settlement date. A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement for the Entry, Bank may debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. When Bank process an Electronic Image in accordance with the applicable Service Documentation, Bank will credit Company's Account for the Electronic Image and process any chargeback related to the Electronic Image in accordance with that Service Documentation. When Bank processes the original Item in accordance with Bank's Commercial Account Agreement, Bank will credit Company's Account for the Item and process any chargeback related to it in accordance with the Account Agreement. Company will pay Bank for any shortfall remaining after such debit or chargeback immediately upon demand.
7. **Bank's Internal Risk Parameters.** Bank establishes internal risk parameters to identify out-of-pattern or suspect transactions and protect Company and Bank from potential losses. These parameters may include without limitation limits on Company's debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank reserves the right to pend or delete an Entry or file exceeding the applicable parameters as Bank would if Bank had reason to believe the Entry or file had not been duly authorized or should not be honored for Company's or Bank's protection.
8. **Third-Party Sender Activities.** If Company is a Third-Party Sender, as defined by the ACH Rules, this Section will apply to Company's use of Bank's Services.
 - 8.1. Prior to originating any Entry on behalf of a customer of Company ("Customer"), Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of the business of that Customer including without limitation the name, TIN, business activity and geographic location of that Customer; (c) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that Customer, which approval Bank may rescind upon written notice to Company; and (d) enter into a written agreement with that Customer in which that Customer agrees:
 - 8.1.1. to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;
 - 8.1.2. Entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;
 - 8.1.3. to grant Bank ongoing access to audit it and any ACH file that it has transmitted to Company for transmission to Bank; and
 - 8.1.4. Bank may at any time refuse to process an Entry for that customer.
 - 8.2. Company represents and warrants to Bank that Company (a) has conducted due diligence with respect to each Customer for which Company is originating transactions through Bank and determined that each Customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such Customer is originating is normal and expected for the Customer's type of

business; and (b) will, in accordance with reasonable commercial standards, monitor each Customer's business and transactions on an ongoing basis and notify Bank immediately if Company identifies any unusual activity.

9. Company's Representations and Warranties. Company represents and warrants to Bank that:

9.1. Company will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data.

9.2. Company will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company that the Electronic Image is not legible or contains MICR data that is not machine readable.

9.3. Company has received copies of the Rules Applicable to the Service including without limitation the then-current ACH Rules and Reg E and will comply therewith at all times that Bank provides the Service.

10. Company's Agreement to Indemnify Bank. Without limiting the indemnification provisions contained in the other Service Documentation, Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph 10, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to Bank's own gross negligence or intentional misconduct):

10.1. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and properly dispose of original Items for which Company has transmitted an Electronic File to Bank in which event Losses and Liabilities will include consequential damages;

10.2. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;

10.3. The violation of any applicable law, statute, or regulation in the performance of Company's obligations under this Service Description; and

10.4. A breach of any warranty Bank makes under the ACH Rules.

10.5. Bank presenting an Electronic Item to the paying bank for payment.

11. Survival. Paragraphs 6, 8 and 10 will survive termination of the Service.

WELLS FARGO STAGECOACH SWEEP[®]

SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Stagecoach Sweep service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Service ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Service.** The Service enables Company to link each domestic demand deposit account Company enrolls in the Service ("Account") to (a) one of the non FDIC insured options described in Section 4 (each, an "Investment Sweep Option") or (b) Company's FDIC insured Money Market Savings Account ("Savings Account") as described in section 6. Company may also link Company's Account to Company's line of credit with Bank ("Credit Sweep Option"), as described in section 7. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Company's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Company have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Company may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in section 5. Important disclosures pertaining to the Investment Sweep Options are set forth in sections 8 through 12 and 14.
3. **Authorization.** Company appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Company has elected in the Acceptance.
4. **Investment Sweep Options.** Bank offers the following Investment Sweep Options, each of which is subject to section 5:
 - 4.1. **Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance that is (a) equal to or greater than \$100,000 will be swept to Bank's designated account at Bank's Cayman Islands Branch ("Offshore Account"), or (b) less than \$100,000 will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
 - 4.2. **Wells Fargo Stagecoach Sweep Preferred Option with secondary Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** If the Transferable Balance is (a) equal to or greater than \$100,000, the entire amount will be swept to the Offshore Account, or (b) less than \$100,000, the entire amount will be swept to the *Wells Fargo Stagecoach Sweep, Repurchase Agreement* ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.

- 4.3. Wells Fargo Stagecoach Sweep Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement (“Repurchase Agreement”) Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Offshore Account, provided such portion is equal to or greater than \$100,000; otherwise such portion will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company’s Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.4. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement (“Repurchase Agreement”) Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company’s Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.5. Wells Fargo Stagecoach Sweep, Money Market Mutual Fund (“MMMF”) Option.** The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank’s name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Company’s MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank’s records for Company.
- 4.6. Wells Fargo Stagecoach Sweep Commercial Paper Option.** The Transferable Balance will be invested in Wells Fargo & Company’s commercial paper (“Commercial Paper”) which will be payable to and held by Bank solely as agent for Stagecoach Sweep customers that have chosen Commercial Paper as their Investment Sweep Option. Any portion of the Transferable Balance not swept to Commercial Paper will remain in the Account and not earn interest. At the beginning of the next Business Day, the entire amount held in Company’s Investment Sweep Option, less any earnings, will be swept back to the Account.

5. Maximum Investment Amount; Transferable Balance Not Invested; Earnings on Investment Sweep Option.

- 5.1. Maximum Investment Amount.** If Company has designated a maximum amount for investment in Company’s Investment Sweep Option (“Maximum Investment Amount”), then the maximum amount invested for Company on any given Business Day will equal the lesser of the Company’s Transferable Balance or Maximum Investment Amount. Any portion of Company’s Transferable Balance that is not invested pursuant to this section 5.1 will remain in the Account and not earn interest.

5.2. Transferable Balance Not Invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Company in the ordinary course of business. Any Transferable Balance not invested pursuant to this section 5.2 will be held in accordance with Company's Investment Sweep Option.

5.3. Earnings on Company's Investment Sweep Option. Bank will handle any earnings on Company's Investment Sweep Option in accordance with Company's separate instructions to Bank.

6. Wells Fargo Money Market Savings Account Sweep Option. At the end of each Business Day, the Transferable Balance will be swept to the Company's Savings Account. If the Ledger Balance in the Account on any Business Day is negative, Bank will, up to five times per monthly statement period for the Savings Account, transfer collected funds from the Savings Account to the Account to restore the ledger balance in the Account to a positive status (or to the Target Collected Balance, if applicable). If the Ledger Balance in the Account is negative for a sixth time during the monthly statement period, Bank will transfer the entire collected balance in the Savings Account to the Account and initiate no more sweeps of the Transferable Balance to the Savings Account for the remainder of the monthly statement period.

7. Credit Sweep Option. At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Company in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option or MMS Account that Company may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Company if an event of default occurs under the Loan Documentation.

8. Disclosures Applicable To Each Investment Sweep Option.

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

9. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Preferred Option.

FUNDS TRANSFERRED TO BANK'S OFFSHORE ACCOUNT ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION THE UNITED STATES GOVERNMENT OR ANY GOVERNMENT AGENCY; IN A LIQUIDATION HAVE LESSER PREFERENCE THAN DEPOSITS HELD IN THE UNITED STATES, AND ARE SUBJECT TO CROSS-BORDER RISKS.

9.1. General. Funds held in Bank's Offshore Account in accordance with the *Wells Fargo Stagecoach Sweep Preferred Option* in sections 4.1, 4.2 and 4.3 are denominated in United States Dollars and payable only at Bank's Cayman Islands Branch. This Branch is a foreign branch located in Grand Cayman, Cayman Islands, British West Indies. Funds in Bank's Offshore Account are subject to the laws of the Cayman Islands, including existing and future laws, regulations and governmental actions regarding

exchange controls, assets seizures and other restrictions. Bank does not accept responsibility for any failure to make transfers with respect to funds held in Bank's Offshore Account as a result of exchange or other governmental controls or other extraordinary circumstances beyond Bank's reasonable control.

9.2. Interest. Funds in Bank's Offshore Account will bear interest at a variable rate determined by Bank from time to time in its sole discretion. Interest on funds in Bank's Offshore Account will be calculated on a simple basis and credited to the Account as agreed by Company and Bank. If Company has elected to be paid interest on a monthly basis, pending any such payment, Company's interest accrued each day from the Offshore Account will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Company may contact its relationship manager at Bank.

9.3. Statements. Bank will make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Company may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

10. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Repurchase Agreement Option.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE COMPANY'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE MASTER REPURCHASE AGREEMENT CONTAINS SPECIFIC PROVISIONS AND ADDITIONAL DISCLOSURES. PLEASE READ IT CAREFULLY.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO COMPANY. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO COMPANY.

10.1. General. If Company has elected an Investment Sweep Option that includes a Repurchase Agreement, then the Master Repurchase Agreement including Annex I between Company and Bank (collectively, "Master Repurchase Agreement") is part of the Service Documentation. If there is a conflict between a term in this Service Description and a term in the Master Repurchase Agreement, the term in this Service Description will control.

10.2. Purchases and Sales. In accordance with, and as more particularly described in, the Master Repurchase Agreement, and subject to the limitations described in section 10.3, Bank will sell to Company on each Business Day on which there is a Transferable Balance an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Company (see section 10.7).

Subject to section 10.3 regarding purchase increments, the price of Company's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. On each Business Day following the sale to Company of a Fractional Interest, Bank will repurchase that Fractional Interest from Company at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Company and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Company. For advance information regarding the Pricing Rate on any given Business Day, Company may contact its relationship manager at Bank.

The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Company represents and warrants to Bank that Company (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Company's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Company's governing body to enter into the Master Repurchase Agreement.

- 10.3. Purchase Increments.** To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Company's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).
- 10.4. Holding of Securities.** Unless required by applicable law, Bank and its custodian will be permitted to hold, transfer and deliver Repo Securities by segregation in bulk together with other securities held for the benefit of other Bank customers pursuant to other repurchase agreements. On the date that Bank repurchases Company's Fractional Interest, any Repo Securities designated to Company as collateral will be released to Bank's account. Bank acts as Company's agent and in the event of default (i.e., Bank failure) Company has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Company under this Repurchase Option.
- 10.5. Right of Substitution.** Bank will not have any right of substitution with respect to the Repo Securities.
- 10.6. Margin.** Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Company will have the security interest described in section 14.2). In addition, because Company will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Company will not be required to maintain margin.
- 10.7. Pledge of Securities.** Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Company as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to

Company. This security interest is described in section 14.2. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Company in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Company will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

10.8. Confirmations and Statements. Bank will make a daily confirmation available to Company showing Company's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Company and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period.

11. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Money Market Mutual Fund Option.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH THE MMMFs SEEK TO PRESERVE THE VALUE OF COMPANY'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING WELLS FARGO ADVANTAGE FUNDS INCLUDING THE MMMF OPTION COMPANY SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING WWW.WELLSFARGO.COM/ADVANTAGEFUNDS. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT WELLS FARGO ADVANTAGE FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

WELLS FARGO FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF WELLS FARGO & COMPANY, PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR WELLS FARGO ADVANTAGE FUNDS®. OTHER AFFILIATES OF WELLS FARGO & COMPANY PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY WELLS FARGO FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, AN AFFILIATE OF WELLS FARGO & COMPANY.

11.1. General. If Company has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.

- 11.2. Purchase of Shares.** Bank will transfer funds to purchase shares of the MMMF at their net asset value (“NAV”) as determined on the Business Day following the transfer of Company’s Transferable Balance to the omnibus deposit account at Bank. Company’s shares of the MMMF (“Investment Balance”) will be held in Bank’s name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Company’s funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Company’s Investment Balance is not FDIC insured.
- 11.3. Statements.** Bank will make a periodic statement available to Company showing the Investment Balance and Company’s purchases and redemptions of MMMF shares during the statement period. Company may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
- 11.4. Termination, Suspension of Service.** Company’s investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank’s (i) receipt of a notice from Company to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Company’s MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- 11.5. Shareholder Communications.** All shareholder communications with respect to the MMMF will be forwarded to Company’s current address as shown on Bank’s records.
- 11.6. Dividend Accruals.** Daily dividend accruals are based on the Investment Balance at the end of each day. If Company’s Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

12. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Commercial Paper Option.

THE COMMERCIAL PAPER CONSTITUTES AN UNSECURED OBLIGATION OF WELLS FARGO & COMPANY ONLY AND IS NOT AN OBLIGATION OF BANK. THE COMMERCIAL PAPER IS NOT A DEPOSIT, IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, AND IS NOT INSURED OR GUARANTEED IN ANY WAY BY THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF. THE COMMERCIAL PAPER IS BEING ISSUED UNDER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND OF VARIOUS STATE SECURITIES LAWS, AND HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES REGULATORY AUTHORITY.

- 12.1. Wells Fargo & Company Information.** Wells Fargo & Company is a diversified financial services company organized under the laws of the State of Delaware and registered as a financial holding company and a bank holding company under the Bank Holding Company Act of 1956, as amended. Its businesses provide banking, insurance, investment, mortgage and consumer finance through stores, the Internet and other distribution channels across North America and elsewhere internationally. Wells Fargo & Company files annual, quarterly and special reports, proxy statements and other information with the U.S. Securities and Exchange Commission (“SEC”). Copies of Wells Fargo & Company’s SEC filings are available to the public over the Internet at the

SEC's web site at <http://www.sec.gov>. Copies of these filings are also available free of charge by writing to the Wells Fargo & Company Corporate Secretary's Office, Wells Fargo Center, Sixth and Marquette, MAC N9305-173, Minneapolis, MN 55479.

- 12.2. General.** Funds transferred to Commercial Paper pursuant to this Service Description will constitute a loan by Company to Wells Fargo & Company.
- 12.3. Special Customer Eligibility Requirements.** In connection with any investment made by Company in Wells Fargo Commercial Paper, Company represents and warrants to Wells Fargo & Company and Bank that Company (a) is a sophisticated investor for purposes of applicable federal and state securities laws and interpretations applicable to investments by such investors, including investments in commercial paper, (b) is qualified to make an investment in Wells Fargo Commercial Paper, and (c) understands the risks of investing in commercial paper generally.
- 12.4. Interest.** Funds held in the Commercial Paper Option will bear interest at a variable rate determined by Bank from time to time in its sole discretion and will be credited to the Account as agreed by Company and Bank. If Company has elected to be paid interest on a monthly basis, pending any such payment, Company's interest accrued each day on the Commercial Paper will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Company may contact its relationship manager at Bank.
- 12.5. Statements.** Bank will make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Company may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.
- 12.6. Company's Right to Enforce Remedies.** In the event of any default by Wells Fargo & Company on any Commercial Paper, Company will have the right to maintain an action in its own name against Wells Fargo & Company to enforce its rights and remedies under the Commercial Paper.
- 13. Additional Disclosures Applicable to Wells Fargo Money Market Savings Account Sweep Option.** Company's Savings Account is governed by Bank's Commercial Account Agreement and applicable Treasury Management pricing schedule, both of which are made available separately to Company.
- 14. FDIC Disclosures.** FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed.
- 14.1. Wells Fargo Stagecoach Sweep Preferred Option.** Funds held on Company's behalf in Bank's Offshore Account are not deposits. If Bank were to fail, these funds would be treated as non-deposit, unsecured, general creditor claims against the receivership and will not be eligible for FDIC insurance or depositor preference status.
- 14.2. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** Company's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Company's funds used to purchase Company's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Company as a secured creditor to the extent of the then-current value of Company's Fractional Interest and as an unsecured

general creditor to the extent the Repurchase Price exceeded the then-current value of Company's Fractional Interest.

- 14.3. Wells Fargo Stagecoach Sweep Money Market Mutual Funds Option.** Funds held on Company's behalf in the omnibus deposit account at Bank are deposits and are insured under applicable FDIC insurance rules and limits. Company's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Company is the owner of its MMMF shares.
- 14.4. Wells Fargo Stagecoach Sweep Commercial Paper Option.** Funds invested on Company's behalf in Commercial Paper are not deposits and are not eligible for FDIC insurance. Company is an unsecured general creditor of Wells Fargo & Company to the extent of its investment in Commercial Paper.
- 14.5. Wells Fargo Money Market Savings Account Sweep Option.** Funds held in Company's Savings Account are deposits.

TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



- 1. Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Service.** If Company maintains multiple accounts at Bank, Company may designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts". For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an overdraft or exceed the Collected Balance then on deposit in the Principal Account.

WELLSIMAGE® CD SERVICE DESCRIPTION

1. **Introduction.** This Service Description and the other Service Documentation as defined in the Master Agreement for Treasury Management Services ("Master Agreement") between Wells Fargo Bank, N.A. ("Bank"), and the company identified in the signature block of the Acceptance of Services ("Company") between Bank and Company govern Bank's WellsImage CD Service (the "Service").
2. **Description of the Service.** The Service enables Company to receive a WellsImage CD-ROM ("CD-ROM") containing (a) an index of each Paper Item that has been paid against each Company checking account at Bank that is enrolled in the Service (each, an "Account") for the specified CD-ROM cycle; and (b) images of the front and back of each paid Paper Item. After the end of each CD-ROM cycle, CD-ROMs will be sent to Company at the address(es) designated by Company. CD-ROMs may be viewed using the WellsImage Viewer™ Software (the "Software") which will be provided pursuant to Section 7 below. "Paper Item" is defined in Bank's Commercial Account Agreement.
3. **Condition to Provision of the Service.** As conditions to Bank's provision of the Service, Company will (a) at all times maintain the Account(s) in good standing, and, (b) agree to the terms of the Software Sublicense (see Section 7).
4. **Rules Applicable to the Service.** Bank will provide the Service to Company in accordance with (a) the Service Documentation including, without limitation, the WellsImage Viewer User Guide(s) that Bank makes available to Company; and (b) state and federal laws and regulations, including the National Automated Clearing House Association Rules ("NACHA Rules") applying to Paper Item conversion.
5. **Paper Item Conversion.** The NACHA Rules allow for the conversion of certain Paper Items into ACH items. Images of Paper Items converted pursuant to the NACHA Rules may not be available through the Service.
6. **Images and Replacement CD-ROMs.** If a Paper Item on a CD-ROM index is not imaged on the CD-ROM (and the image is available), Bank will, upon request and without charge, send an image copy of the front and back of the Paper Item. However, each Paper Item will be indexed and the data contained on the Paper Item will be provided on the CD-ROM whether or not an image of the Paper Item is available. In addition, Bank will, at Company's request, recreate a CD-ROM, but only for a period of sixty (60) days after the CD-ROM is first created.
7. **Software Sublicense.** Company must use the Software in accordance with the terms of a non-exclusive, non-assignable sublicense ("Software Sublicense") from Bank. The Software Sublicense will be presented to Company during installation and Company will be required to accept it before being allowed to use the Software. This Section will survive termination of this Service.
8. **Termination.** In addition to the termination provisions of the Master Agreement, the Service may also be terminated by Bank immediately on written notice to Company if Company fails to comply with its obligations under the Software Sublicense.

WellsTAX[®] SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") WellsTAX Service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of Service.** With the Service, Company may transfer funds (each, a "Transfer") from its deposit account(s) with Bank (each, an "Account") to pay its federal payroll taxes to the Internal Revenue Service ("IRS") and to pay certain other federal, state or other taxes listed from time to time in the WellsTAX User Guide.
3. **Means for initiating Transfers.** Bank will originate Transfers from Company's Account(s) (each, a "Credit Entry") to third parties' (each a, "Receiver") accounts using the automated clearing house ("ACH") system. All Transfers will be made in accordance with the terms of this Service Description and, where applicable, the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").
4. **Procedures for Initiating Transfers.** Company may initiate Transfers using Bank's *Commercial Electronic Office*[®] ("CEO"[®]) service or a touch-tone telephone. In order to initiate a Transfer, Company must use an access code, user name, password, token and/or other secure protocol (collectively referred to as "Security Credentials").
5. **Security Procedures.**
 - 5.1. Company will manage and control the access to the Service by means of its Security Credentials.
 - 5.2. Company assumes the entire responsibility at all times for the supervision, management, control and confidentiality of its Security Credentials and the fraudulent or unauthorized thereof. Company understands the failure to protect its Security Credentials may allow an unauthorized person or entity to access the Service. Company agrees to develop and put in place internal procedures to limit this risk, including, without limitation, (a) changing the password at least once every 90 days, (b) disabling access for each person who is no longer authorized by Company to access the Service, and (c) protecting the confidentiality of the Security Credentials. Company also agrees to notify Bank immediately if it knows or suspects that the confidentiality of its Security Credentials has been breached.
 - 5.3. Company agrees that all persons or entities employed by Company to prepare, process or transmit Company's Credit Entries to Bank will be deemed Company agents and will be subject to the same requirements as Company under this Service Description, including, among other things, compliance with the Security Procedures and the NACHA Rules.
6. **Accuracy of Data.** Company will provide to Bank the data and information necessary to enable Bank to inform the government agency or entity to be paid of the payment of the tax within the time period required by any rule or regulation governing the payment. Company authorizes Bank to rely on the accuracy of such data and information furnished by it.

- 7. Transfer Deadline.** Any Transfer initiated on any Business Day (a day on which Bank is open to provide the Service, other than Saturdays, Sundays or federal holidays) after the cutoff hour Bank establishes, or any time on a non-Business Day, will be deemed initiated on the following Business Day. Transfers must be initiated by the applicable deadline (“Transfer Initiation Deadline”) as follows: Transfers to a taxing authority must be initiated at least one Business Day prior to the date payment is due to the taxing authority.
- 8. Authorized Reporting Agent.** In performing the Service, Bank is acting as Company’s authorized reporting agent. If Company is a taxpayer mandated by federal law to make FTD payments and submit FTD information through the EFT system, Bank will make Company payments as FTD payments and submit Company payment information through the EFT system, regardless of Company’s designation to the contrary.
- 9. Acceptance of Transfer Requests.**

 - 9.1.** The Security Procedures describe the steps to be taken to attempt to prevent unauthorized Credit Entries. Company agrees to be bound by any Credit Entry authorized or transmitted by Company or made in Company’s name and accepted by Bank in good faith and in compliance with the Security Procedures, even if not properly authorized by Company. If Bank takes any actions beyond those described in the Security Procedures in an attempt to detect an unauthorized Credit Entry or to detect errors in the transmission or content of a Credit Entry, Company agrees that no matter how many times Bank takes these actions (a) they will not become part of the Security Procedures; and (b) Bank will not be liable in any situation for failing to take or correctly perform these actions. Without limiting Bank’s general right to reject entries or files under the NACHA Rules, Bank may reject any entry or file which does not comply with the requirements in this Service Description, the NACHA Rules or the Security Procedures, or with respect to which payment is not made in accordance with this Section 9. A request for a Transfer may be delayed or may not be accepted by Bank if the Transfer would exceed the available funds in the Account on the Transfer Initiation Deadline, cause Bank to violate any applicable laws or regulations, or cause Bank to exceed any limitation on its intra-day net funds position established in accordance with Federal Reserve or other regulatory guidelines or violate any other Federal Reserve or other regulatory risk control program. If Bank does not accept a request for a Transfer or must delay making a requested Transfer, Bank will attempt to notify Company.
 - 9.2.** Company agrees to pay Bank, in immediately available funds, an amount equal to the full amount of the requested Transfer. Each such payment must be received by Bank on the date of initiation, which must be on or before the Transfer Initiation Deadline. Company expressly authorizes Bank to debit the Account for the total amount of such Transfer on the date of initiation.
 - 9.3.** If Bank rejects a Credit Entry Company has requested, Bank will endeavor to notify Company promptly on or before its scheduled Settlement Date, but Bank will have no liability to Company for any such rejection or for any loss resulting from Bank’s failure to provide such notice.
 - 9.4.** Bank may process Company’s Credit Entries either directly or through any mechanism it selects. Company represents and warrants with respect to each Credit Entry that Bank originates for Company that on its Effective Entry Date, on the date it is originated, and on the dates Bank debits the Account for the Credit Entry, (a) each Receiver has authorized the crediting of its account, and (b) each Credit Entry is in all other respects properly authorized. Company agrees to indemnify Bank for any losses, liabilities, costs

or expenses Bank suffers or incurs as a result of any breach of these representations and warranties.

- 9.5. Bank will determine the funds transfer system or other third party communications systems and the means by which each Credit Entry will be originated.
- 9.6. Any instruction attempting to restrict Bank's acceptance of Company's Credit Entries or to reverse or delete any Credit Entry must be made in accordance with this Service Description and where applicable, the NACHA Rules. At Company's request, Bank will make reasonable efforts to reverse or delete a Credit Entry, but Bank will have no responsibility for the failure of any other person or entity to comply with Company's request.
10. **No Verification of Transfer Requests.** Bank is under no obligation whatsoever at any time to verify any Transfer request, and will have no liability for failing to investigate or verify any Transfer request.
11. **Confirmations.** Bank will confirm each Transfer by an entry on Company's account statement that Company will receive at regular intervals (or on any bank information reporting service that Bank provides Company). Company must immediately inform Bank of any Transfer that is incorrect or not authorized by Company.
12. **Debits to Accounts for Transfers.** Company hereby authorizes Bank to debit the Account for all Transfers made by Bank from such Account. Company agrees to maintain in each Account at all times good and sufficient funds to cover all Transfers out of such Account. If sufficient good funds are not maintained in an Account to cover fully a Transfer out of such Account, Bank will have no obligation to perform the Service for Company or to make any Transfer out of such Account for Company even if Company has instructed Bank to do so.
13. **Amendments and Cancellations of Transfer Requests.** After Bank has made a Transfer, it cannot be canceled, amended or reversed.
14. **Records, Information and Audits.** Company agrees to determine promptly the accuracy of all records and information regarding the Service or any Transfer delivered by Bank to Company and to notify Bank immediately of any errors in such records or information. Nothing in this Service Description will relieve Company from (a) any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or (b) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to Company's business.
15. **Responsibility for Paying Taxes.** Any interruption in the Service will not relieve Company of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and Bank will have no liability to Company for any failure by Company in such circumstances to pay any tax.
16. **Changes to Information.** Except as provided otherwise in this Agreement, the information on any Set-Up Form can only be changed by delivering a new Set-Up Form to Bank. Each completed Set-Up Form must be sent to Bank.
17. **Survival.** Sections 9.4. and 10 will survive termination of the Service.

WIRE TRANSFER SERVICE DESCRIPTION

1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") wire transfer service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
2. **Description of the Service.** The Service enables Company to instruct Bank to transfer funds in accordance with Article 4A of the Uniform Commercial Code as amended from time to time ("UCC 4A") and the rules and regulations of any funds transfer system Bank uses to effect the transfer. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Company's name to transfer funds from Company's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order" (as defined in UCC4A). Section 5 of this Service Description describes (a) the means Bank offers to Company for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a "Security Procedure").
3. **Preparation of Payment Orders; Processing Schedules.** Company will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank's then current processing schedule and any instructions Company furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank's applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank's applicable cutoff time on Bank's next Business Day. A "Business Day" is every day except Saturday, Sunday, and federal holidays.
4. **Inconsistency of Name and Number.** If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.
5. **Initiation Methods and Security Procedures.** This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. Company's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.
 - 5.1. **Commercial Electronic Office® (CEO®) Initiation Method.**

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard CEO® security procedures also include dual custody for select, high-risk wire transfer activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

5.2. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission (“SAFE-T”). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine (“M2M”). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages; or it may use other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer (“SSL”) or Transport Layer Security (“TLS”). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM company.

Value-Added Network (“VAN”). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each Payment Order transmitted to Bank through the VAN in Company’s name.

SWIFT® File Act. SWIFT has established procedures for controlling access to SWIFT messaging services (each, an “Access Control”) that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys (“BKE”), entered into a relationship management application (“RMA”) agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

5.3. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming (a) the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Company for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the voice print registered for the PIN holder.

5.4. SWIFT® (FIN) Initiation Method.

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys (“BKE”), entered into a relationship management application (“RMA”) agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

5.5. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Acceptance.

- 6. Authorization to Pay.** Company authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of Company at Bank or an affiliate) even if a debit results in an overdraft on the execution date (as defined in UCC4A). Company will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.
- 7. Company's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Company will exercise ordinary care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding fourteen (14) days after Company receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Company will be liable to Bank for the loss Bank incurs as a result of Company's failure to act in accordance with this section.
- 8. Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.
- 9. Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Company, except Bank may, at Company's request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.
- 10. International Wire Transfers.** A Payment Order expressed in U.S. Dollars will be sent in U.S. Dollars. Company may request that prior to executing a Payment Order, Bank convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Bank's sell rate for exchange in effect on the date Bank executes the Payment Order. If the financial institution designated to receive the funds does not pay the beneficiary specified in a Payment Order payable in Foreign Currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from Foreign Currency to U.S. Dollars at Bank's buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank. Bank will not be liable for any failure or delay by any financial institution or other third party in the designated foreign country in executing or failing to execute any Payment Order Bank transmits to a foreign country.
- 11. Drawdown Requests.** A "drawdown request" is an instruction from Company to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPS or any other funds transfer system, provided such instructions are not inconsistent with instructions Company separately provides in writing. The authority to execute the incoming drawdown request will

continue until Bank receives express written notice from Company that such authority is revoked.

- 12. Limitation of Bank's Liability.** If Bank executes Company's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order, Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Company does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Company has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Bank's liability for loss of interest will be limited to twenty (20) calendar day's interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.
- 13. Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

Wire Transfer Services Customer Setup Form and Agreement

Part I – Setup Information

Treasury Management Customers

Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo’s wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)

Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: New Update Existing Information Delete Existing Information

A. Account Numbers (list accounts to be debited for each wire transfer)

For additional accounts attach a signed listing with notation of Customer’s name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

1) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	2) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	3) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	4) <input type="checkbox"/> DDA <input type="checkbox"/> G/L
5) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	6) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	7) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	8) <input type="checkbox"/> DDA <input type="checkbox"/> G/L
9) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	10) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	11) <input type="checkbox"/> DDA <input type="checkbox"/> G/L	12) <input type="checkbox"/> DDA <input type="checkbox"/> G/L

B. Advice Information (additional fees apply for these services)

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

Mail Advice for <input type="checkbox"/> Debit Wires <input type="checkbox"/> Credit Wires <input type="checkbox"/> No Mail Advice	Mail Advice to (if different than address noted below in Part III)
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C. Authorized Callers (people authorized to initiate wires)

\$ Limit = Use “N” if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R = Repetitive / B = Both Repetitive & Non-Repetitive.

Authorized Callers first & last name	\$ Limit	Phone Number including area code	Initiation Type [√] R B
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>
	\$		<input type="checkbox"/> <input type="checkbox"/>

D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Verify Orders exceeding: \$ _____

Authorized Approvers first & last name	\$ Limit	Phone number including area code
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

E. Alternate Account to be Charged for Wire Fees (Available to Business and Wealth Private Banking customers ONLY)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

DDA AU and G/L _____

F. Account Relationship Link

To link accounts to the Master Account number (for Book Transfer pricing) enter the Master Account number.

Part II – Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement (“Agreement”), along with the account agreement applicable to the account used in connection with the wire transfer services (“Account”), govern your use of Wells Fargo’s wire service. With this service, the Wells Fargo customer identified in this Agreement (“you” or “your”) can instruct Wells Fargo Bank, N.A. (“Wells Fargo”) to transfer funds by wire from the Account (“Order”).

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section (“Security Procedure”) when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo’s standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number (“PIN”) accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

2.4. Identify Authorized Persons. You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.

2.5. OPTIONAL Verify Callback Service. If you select this optional fee-based service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. Wells Fargo will make one attempt to telephone an individual authorized to approve wires other than the initiator (an "Authorized Approver") to verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.

3. Inconsistency of Name and Number. If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. ***You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

4. Responsibility of Wells Fargo. Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.

5. Additional Actions by Wells Fargo. Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.

6. Liability. Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.

7. Indemnification. You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.

8. Cancellation, Amendment, Reversal. An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

9. Your Duty to Notify Wells Fargo of Unauthorized Activity. If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.

10. Fees and Taxes. You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).

11. Currency. An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to

executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Wells Fargo's selling rate for exchange in effect on the date the Order is executed by Wells Fargo. If the financial institution designated to receive the funds does not pay the beneficiary specified in the Order and the Order is payable in Foreign Currency, Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's buying rate for exchange at the time the cancellation of the Order is confirmed by Wells Fargo.

12. Term and Termination. This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.

13. Amendments to Agreement. Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.

14. Governing Law; Rules and Regulations. Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.

15. Notices; Receipt of Confirmations. If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

16. Miscellaneous. Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.

17. Additional Terms Governing Outgoing Consumer International Wires

17.1. General. This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.

17.2. Disclosures and Receipts. Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.

17.3. Liability. Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of

your request.

17.5. Error Resolution. In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Wells Fargo no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary) disclosed to you by contacting us at 1-888-384-8400 or by mailing Wells Fargo at the address shown in Wells Fargo's then current fee schedule or to such other address as Wells Fargo may from time to time direct. If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval – Signatures as required by Certificate of Authority or Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account

Customer's Primary Phone No.

Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)

Printed Name of Authorized Signer

Printed Name of Authorized Signer

Signature

Date

Signature

Date

X

X

Bank Approval – Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customers' 1st ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Customers' 2nd ID	ID Type	ID Number	Issued by State / Country	Expiration Date
Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC	Document Prepared by & phone # (in case of questions about this setup)	
Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.				
Banker/Officer's Printed Name		Banker/Officer's Signature – Required		Date
		X		

Once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

Holiday Schedule 2014-2015

Wells Fargo can process on the following dates; however, transactions cannot post on these dates.

HOLIDAY	2014	2015
NEW YEARS DAY	JANUARY 1	JANUARY 1
MARTIN LUTHER KING DAY	JANUARY 20	JANUARY 19
PRESIDENTS' DAY	FEBRUARY 17	FEBRUARY 16
MEMORIAL DAY	MAY 26	MAY 25
INDEPENDENCE DAY	JULY 4	JULY 4*
LABOR DAY	SEPTEMBER 1	SEPTEMBER 7
COLUMBUS DAY	OCTOBER 13	OCTOBER 12
VETERANS' DAY	NOVEMBER 11	NOVEMBER 11
THANKSGIVING DAY	NOVEMBER 27	NOVEMBER 26
CHRISTMAS DAY	DECEMBER 25	DECEMBER 25

*For holidays falling on Saturday, Federal Reserve Banks and Branches will be open the preceding Friday. For holidays falling on Sunday, all Federal Reserve Banks and Branches will be closed the following Monday. Expanded schedule can be found at: [Federal Reserve System Holidays](#)

Standard ARP Inbound Specification

Single Account

Input File Record Types

File Header Record	*030025900XXXXXXXXXXXXX0
Detail Record(s)	000000100102280200XXXXXXXXXXXXX3200000026420MARY MOORE 000000100202280200XXXXXXXXXXXXX3200000005624JAMES SMART 000000100302280200XXXXXXXXXXXXX3700000084520DEREK HOWELL 000000100401060200XXXXXXXXXXXXX4300000000000ETHEL LEE
Trailer Record	& 0000004 0000000116564

File Header Record

*030025900XXXXXXXXXXXXX0
-----1-----2-----
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4

There should be only one File Header record per file.

Sample Data	*03	00259	00XXXXXXXXXXXXX	0	
Field Name	*03	Bank ID	Account Number	File Status	Unused
Field Position	1-3	4-8	9-23	24	25-85 or 165
Description	Always *03	Bank ID provided by Wells Fargo. Right-justified, zero-filled, numeric	Wells Fargo Account Number, Right-justified, zero-filled, numeric	Always zero	Spaces

Detail Record

There should be only one Detail Record for each check issued. Each Detail Record must be in the same format and contain an account number.

000000100102280200XXXXXXXXXXXXX3200000026420MARY MOORE
-----1-----2-----3-----4-----5-----6-----7-----8
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

Sample Data	0000001001	022802	00XXXXXXXXXXXXX	320	0000026420	MARY MOORE	
Field Name	Check Serial No.	Issue Date	Account Number	Transaction Code	Amount	Additional Data/Payee Information	Unused
Field Position	1-10	11-16	17-31	32-34	35-44	45-84 (or 45-164)**	85 or 165
Description	Right-justified, zero-filled, numeric. (Each Serial Number must be unique.)	Format MMDDYY. Note: Issue Date can be all zeros for stop payment transaction codes	Wells Fargo Account Number, right justified, zero filled, numeric.	Transaction code (See Transaction Code Table)	Format (\$\$\$\$\$\$cc). Right-justified, zero-filled, numeric	Left-justified alphanumeric. May contain special characters. Payee Validation Notes: If using the Payee Validation service, Payee information MUST match check issue payee information exactly. (Do not use carriage returns between payee names.) Your payee name does not end until the <u>beginning</u> of your legal street or P.O. Box number. (There is no need to include your city/state in your issue file.) OR Authorize the bank to read your first line only of your payee validation check.	Space. Note: 165 used if sending expanded Payee information

& 0000004 0000000116564
-----1-----2-----3-----4-----5-----6-----7-----8
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

Trailer Record

Sample Data	&	0000004	0000000116564		
Field Name	&	Spaces	Detail Record Count	Spaces	Total Amount
Field Position	1	2-15	16-22	23-25	26-38
Description	Always &	14 spaces	Total count of detail records. Right-justified, zero-filled, numeric	3 spaces	Total dollar amount of detail records. Format (\$\$\$\$\$\$cc). Right-justified, zero-filled, numeric

Transaction Code Table

<p>Transaction Code Table</p> <ul style="list-style-type: none"> 320 Check Register 370* Cancelled Register with Dollar Amount 430* Void Register with Zero Amount 525 Delete Issue Notices Not Received (INNRS) 620 Stop Payment Request 630 Release Stop Payment (Cancellation) 640 Stop Payment Renewal Cancellation 	<p>* Note Regarding Cancel (370) and Void (430) Transaction Codes: Wells Fargo treats Void and Cancel codes differently. Cancel is used to delete an outstanding issue entry. Cancel transactions can be submitted either with or without a dollar amount, however a register entry must be on file to avoid rejected transactions. A cancel without a dollar amount would only be used in place of a Void. Void signifies that a check has been destroyed and <u>will not be issued</u> (does not include a dollar amount). Void transactions must be zero dollar amounts. If your system cannot create both Void and Cancel transaction codes, use the Cancel Transaction Code (370) only.</p>	<p>**Note for Payee Validation Service: Wells Fargo can support up to 120 characters of additional data (payee information). Your system must support 165 byte records. The Additional Data field of the Detail record must be expanded to 120 bytes and the header and trailer records must be expanded to 165 bytes (space filled). If you have further questions, contact your Implementation Consultant.</p>
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Standard ARP Inbound Specification

Multiple Accounts (Stacked)

Input File Record Types

File Header Record	*030025900XXXXXXXXXXXXX0
Detail Record	000000100102280200XXXXXXXXXXXXX3200000026420MARY MOORE 000000100202280200XXXXXXXXXXXXX3200000005624JAMES SMART
Trailer Record	& 000002 0000000032044
Detail Record(s)	000000100302280200XXXXXXXXXXXXX3700000084520DEREK HOWELL 000000100401060200XXXXXXXXXXXXX4300000000000ETHEL LEE
Trailer Record	& 000002 0000000084520

File Header Record

*030025900XXXXXXXXXXXXX0
-----1-----2-----
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4

There should be only one File Header record per file.

Sample Data	*03	00259	00XXXXXXXXXXXXX	0	
Field Name	*03	Bank ID	Account Number	File Status	Unused
Field Position	1-3	4-8	9-23	24	25-85 or 165
Description	Always *03	Bank ID provided by Wells Fargo. Right-justified, zero-filled, numeric	Wells Fargo Account Number, Right-justified, zero-filled, numeric	Always zero	Space

Detail Record

There should be only one Detail Record for each check issued. Multiple accounts must be grouped by account with a trailer record for each group. Each Detail Record must be in the same format and contain an account number.

000000100102280200XXXXXXXXXXXXX3200000026420MARY MOORE
-----1-----2-----3-----4-----5-----6-----7-----8
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

Sample Data	0000001001	022802	00XXXXXXXXXXXXX	320	0000026420	MARY MOORE	
Field Name	Check Serial No.	Issue Date	Account Number	Transaction Code	Amount	Additional Data/Payee Information	Unused
Field Position	1-10	11-16	17-31	32-34	35-44	45-84 (or 45-164)**	To 85 or 165
Description	Right-justified, zero-filled, numeric. (Each Serial Number must be unique.)	Format MMDDYY. Numeric. Note: Issue Date can be all zeros for stop payment transaction codes	Wells Fargo Account Number, right justified, zero filled, numeric.	Transaction code (See Transaction Code Table)	Format (\$\$\$\$\$\$cc). Right-justified, zero-filled, numeric	Left-justified alphanumeric. May contain special characters. Payee Validation Notes: If using the Payee Validation service, Payee information MUST match check issue payee information exactly. (Do not use carriage returns between payee names.) Your payee name does not end until the beginning of your legal street or P.O. Box number. (There is no need to include your city/state in your issue file.) OR Authorize the bank to read your first line only of your payee validation check.	Space

Trailer Record

& 000002 0000000032044
-----1-----2-----3-----4-----5-----6-----7-----8
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

Transaction Code Table

Sample Data	&	0000002		0000000032044	
Field Name	&	Spaces	Detail Record Count	Spaces	Total Amount
Field Position	1	2-15	16-22	23-25	26-38
Description	Always &	14 spaces	Total count of detail records. Right-justified, zero-filled, numeric	3 spaces	Total dollar amount of detail records. Format (\$\$\$\$\$\$cc). Right-justified, zero-filled, numeric

Transaction Code Table <ul style="list-style-type: none"> 320 Check Register 370* Cancelled Register with Dollar Amount 430* Void Register with Zero Amount 525 Delete Issue Notices Not Received (INNRS) 620 Stop Payment Request 630 Release Stop Payment (Cancellation) 640 Stop Payment Renewal Cancellation 	<p>* Note Regarding Cancel (370) and Void (430) Transaction Codes: Wells Fargo treats Void and Cancel codes differently. Cancel is used to delete an outstanding issue entry. Cancel transactions can be submitted either with or without a dollar amount, however a register entry must be on file to avoid rejected transactions. A cancel without a dollar amount would only be used in place of a Void. Void signifies that a check has been destroyed and <u>will not be issued</u> (does not include a dollar amount). Void transactions must be zero dollar amounts. If your system cannot create both Void and Cancel transaction codes, use the Cancel Transaction Code (370) only.</p>
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<p>**Note for Payee Validation Service: Wells Fargo can support up to 120 characters of additional data (payee information). Your system must support 165 byte records. The Additional Data field of the Detail record must be expanded to 120 bytes and the header and trailer records must be expanded to 165 bytes (space filled).</p> <p>If you have further questions, contact your © Wells Fargo Bank. All rights reserved.</p>



Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT 300 515 9594 Z2040



RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2011
Page 1 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

CUSTOMER NAME
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

ANALYSIS SUMMARY

Average Positive Collected Balance.....	\$	144,045.16
Reserve Requirement @ 10.00 %	-	14,404.52
Investable Balance Available for Services.....	=	129,640.64
Earnings Allowance @ 0.15 %	\$	14.88
Current Month Analyzed Charges.....	-	194.50
Current Month Position.....	=	(179.62)
Net Shortfall Due.....	\$	179.62
State Sales Tax.....	+	1.24
City Sales Tax.....	+	0.25
Local Sales Tax.....	=	0.25
Total Shortfall Due	=	181.36
Current Month Fee based Charges.....	\$	5.85*
Total Amount Due.....	\$	187.21

*Charges not offset by balances

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 9,682.54
Balance required to cover all analyzed charges: \$ 1,812,668

TOTAL AMOUNT DUE WILL BE DEBITED TO ACCOUNT #XXX-XXXXXXX ON MARCH 11, 2011.

BALANCE SUMMARY

<u>Account Number</u>	<u>Account Name</u>	<u>Average Ledger</u>	<u>Average Collected</u>	<u>Average Daily Coll Use of negative Coll</u>	<u>Negative Fund Rate</u>	<u>Service Charge</u>
*XXX-XXXXXXX	Account name 1	143,645	143,645			171.85
000-0000000	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 11/02/08 1

continued on reverse side



Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2011
Page 2 of 4

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	2.00	27.00 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	7.00	17.50
		General Account Services			50.35
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			194.50
		* Total Fee Based Charges			5.85
		Total Service Charges			200.35

T=Service Subject to Sales Tax

BALANCE ADJUSTMENTS

Account	Transaction Date	Correction Date	Adjustment Amount	Number of Days	Change in Average Collected Balance	Description
DDA XXX-XXXXXXX	02/01/11	02/28/11	73,000.00	28	(506,290.32)	Balance Adjustment
					(506,290.32)	Account Total
					(506,290.32)	Grand Total

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

February 2011
Page 4 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
XXX-XXXXXXX	Account Name 1	143,645	143,645			171.85

Number of days this cycle: 28
Investable balance required to offset \$1.00 of analyzed charges: \$ 8,721.63
Balance required to cover all analyzed charges: \$ 1,447,790

SERVICE DETAIL

SVC Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	1.00	13.50 T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	1.00	2.50
		General Account Services			21.85
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00
		Investment/Custody Services			150.00
		Total Analyzed Charges			166.00
		* Total Fee-Based Charges			5.85
		Total Service Charges			171.85

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.



INSTITUTIONAL RETIREMENT & TRUST
TRUST AND CUSTODY FEE ESTIMATE

Estimate Date: 6/13/2014

Prospect Name: County of Collier

	Market Value	Basis Points	Total
Domestic Separately Managed & Mutual Collective/Common F	609,000,000	0.200	\$12,180

Total Administration Fees - Asset Based	0		\$12,180
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	Holding	Per Holding	Total
Closely Held Assets	0	\$125.00	\$0
Physical Assets	0	\$25.00	\$0

Total Administration Fees - Holding Based	0		\$0
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	Relationship	Per Relationship	Total
Trust Portfolio Reporting (TPR)	1	Included	\$0
Trust Information Delivery (TID)	1	Included	\$0
Retirement Plan Payment Reporting/Admin (RPP)	1	Included	\$0

Total CEO Web-Based On-Line Reporting Fees (Commercial Electronic Office)			\$0
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	Accounts	Per Account	Total
Accounting & Reporting - Level 2	1	\$500.00	\$500

Total Accounting & Reporting Fees			\$500
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	Transactions	Per Transaction	Total
Domestic Depository Settlements	80	\$8.00	\$640
Mutual Fund Settlements	0	\$8.00	\$0
Free Receives / Delivers - physical	0	\$35.00	\$0
Derivative Transactions	0	\$8.00	\$0
Domestic Equity Income Payments	0	\$0.00	\$0
Domestic Treasury/Bond Income Payments	0	\$0.00	\$0
Principal & Interest Paydowns	0	\$4.00	\$0
Principal & Interest Payments - Physically Held Assets	0	\$35.00	\$0
Callable Bond Transactions	0	\$20.00	\$0
Closely Held Assets (Buy/Sell/Receive/Deliver)	0	\$175.00	\$0
Physical Assets (Buy/Sell)	0	\$175.00	\$0
Wires (Outbound)	0	\$10.00	\$0
Wires (Inbound)	0	\$0.00	\$0
Other Cash Disbursements (Check/ACH)	0	\$8.00	\$0

Total Transaction Fees			\$640
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Total Annual Fees			\$13,320
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Annual Minimum Fee			\$10,000
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INSTITUTIONAL RETIREMENT & TRUST
TRUST AND CUSTODY FEE ESTIMATE

Estimate Date: 6/13/2014

Prospect Name: County of Collier

Notes:

This fee is guaranteed for three years from the effective date of the Fee Agreement.

The figures above are intended as a "good faith estimate". The "Total" column above is an estimate arrived at by applying "Unit Prices" to projections of asset size, number of accounts and transactions. This service level activity was determined from information provided and/or derived from the Prospect/Consultant pricing request. Total fees will vary based on actual volumes.

The "Unit Prices" quoted above are valid for 120 days following the "Estimate Date". If there are any material changes to the proposed structure, asset base or volumes, or should the Prospect fail to transfer any assets scheduled for receipt by Wells Fargo within 90 days of the effective date of the Fee Agreement, Wells Fargo reserves the right to redefine fees and/or service conditions.

No Administration Fee or Fund Settlement Transaction Fee will be assessed for assets held in a Wells Fargo Advantage Fund, Wells Fargo Collective Fund, or Wells Fargo Bank Depository Fund sweep vehicles.

There is no charge for the collection of interest income and dividends - although there is a charge for principal paydowns.

Domestic depository settlements (DTC and FED) include all buys, sells, calls, maturities and free receive/deliver for assets, including EFT's and ADR's. These settlement charges are also assessed in converting and de-converting situations.

This fee estimate does not contemplate any separately managed global assets, for which a separate fee schedule would be in effect, that would include asset based administration and settlement transactions by country.

There is no out-of-pocket investment management charge for the WFA money market sweep vehicles. The expense ratio, as indicated by the fund prospectus, is net from the gross investment performance. A prospectus is available upon request.

Invoices will be generated in the month following each calendar quarter and the fees will be charged to the account.

This Fee Estimate is confidential and intended only for the sole use of the Prospect named above.

WELLS FARGO BANK, N.A.

CUSTODY AGREEMENT

This Agreement, made and entered into as of _____, 2014, by and between Wells Fargo Bank, N.A. (“Wells Fargo”), and [_____] (the “Owner”) as Owner(s) in regard to the custody of certain assets of the Owner.

Whereas Owner wishes to appoint a custodian to hold certain assets of the Owner pursuant to the direction of the Owner.

Now, therefore, the parties hereto agree as follows:

1. Appointment and Acceptance. The Owner hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as the custodian (the “Custodian”) of certain assets of the Owner (the “Account”). The Account shall consist of those assets, which the Owner notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Custodian for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.
2. Services of Custodian. The Custodian shall:
 - 2.1 Open and maintain a custody account in the name of the Owner and hold in such account all cash and securities initially deposited, plus any additional cash and securities that may be received from Owner or pursuant to the direction of the Owner from time to time for deposit to the Account. The Custodian shall not be responsible to collect or enforce collection of contributions to the Account.
 - 2.2 Act upon written direction from the Owner or from investment managers duly appointed in writing by the Owner.
 - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Owner or duly appointed investment manager.
 - 2.4 Be responsible for the collection of investment income relating to the assets in the Account and providing for the daily investment thereof in accordance with the written direction of the Owner.
 - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.
 - 2.6 Deliver cash or securities as the Owner may direct in writing.
 - 2.7 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Owner or otherwise as the Owner may direct in writing.
 - 2.8 Send monthly to the Owner an itemized statement showing the funds and securities held in the Account as of the last day of the month and all debits, credits and transactions in the Account since the date of the last statement.

- 2.9 With respect to valuation of assets held in the Account (including securities issued by the Owner),
- (A) Obtain the fair market value of publicly traded assets where such assets have a readily ascertainable market value.
 - (B) Rely on pricing direction received from the Owner to the extent any securities are or become thinly traded and/or a readily ascertainable market value is not available.
 - (C) Rely on pricing direction received from the Owner or its authorized agent for any non-publicly traded assets.
- 2.10 From time to time, on the written direction of the Owner, to make disbursements out of the Custodial Account to such persons, in such manner, in such amounts, and for such purposes as may be specified in such written direction. The Custodian shall be under no liability for any disbursement made by it pursuant to such a direction.
- 2.11 As a matter of convenience, the Custodian may include on its reports the value of assets for which it does not maintain custody, including but not limited to investments in common or collective funds not administered by the Custodian, limited partnerships, and unregulated investment funds (“Special Investment”). The Custodian may account for a Special Investment by means of “mirror image” recordkeeping in order to include the Special Investment’s value on a composite statement for the Account that includes all of the Account’s other investments. The Owner directs the Custodian to report those assets solely as a recordkeeping item on the account statements. The Custodian is not responsible for the accuracy of the information provided by the asset’s custodian or other source, and does not certify that any information provided by the custodian or other source is true or correct, notwithstanding any subsequent statement to the contrary regarding the Special Investment. The Owner agrees to indemnify and hold the Custodian harmless from any and all liability resulting from errors caused by inaccurate reporting, failure of the asset’s custodian to provide accurate information, and other errors and omissions related to the information supplied to the Custodian by the asset’s custodian or other reporting source.
3. Powers of the Custodian. The Custodian is authorized and empowered to:
- 3.1 Hold assets in the name of the nominee selected by the Custodian or such other nominee name as the Owner or investment manager may direct in writing.
 - 3.2 Utilize agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
 - 3.3 Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the custodianship duties and powers.
 - 3.4 Decline to accept any asset or property which it deems to be unsuitable or inconsistent with its custodial operations.
 - 3.5 Invest money or assets of the Account in any registered investment company to which the Custodian or an affiliate of the Custodian provides services and receives compensation

for providing such services as such investment may be directed by Owner or an agent of Owner.

- 3.6 Invest available cash in the Account, pending disbursement or investment, in a cash management vehicle as designated by the Owner or an agent of Owner. The Owner understands and agrees that cash management vehicles made available by the Custodian may include deposit accounts of the Custodian or an affiliate, and that such deposit vehicles are specifically authorized for use in the Account.

4. Additional Rights and Duties of the Custodian.

- 4.1 Upon the reasonable prior written request of the Owner, the Custodian shall promptly permit the Owner, or its respective agents, employees or independent auditors, to examine, audit, excerpt, transcribe and copy, at the Owner's expense, during the Custodian's normal business hours, any books, documents, papers and records relating to the Account or the assets.
- 4.2 The duties and obligations of the Custodian shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Custodian. The Custodian shall not be liable except for its own gross negligence, willful misconduct or lack of good faith.
- 4.3 No provision of this Agreement shall require the Custodian to take any action which, in the Custodian's reasonable judgment, would result in any violation of this Agreement or any provision of law.
- 4.4 Anything in this Agreement to the contrary notwithstanding, in no event shall the Custodian be liable under or in connection with the Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Custodian has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

5. Indemnification. The Owner agrees to reimburse, indemnify and hold the Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes other governmental charges, and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Custodian incurred or made arising out of or in connection with the performance of the Custodian's obligations in accordance with the provisions of this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the gross negligence, willful misconduct, or malfeasance on the part of the Custodian, its officers, agents or employees. The Owner hereby acknowledges that the foregoing indemnities shall survive the resignation or discharge of the Custodian or the termination of this Agreement.

6. Fees. The Custodian shall be paid reasonable compensation and fees for its services under this Agreement as agreed from time to time in writing by the parties pursuant to the terms of a separate fee agreement. Such compensation and fees may be paid from the Account if not paid by the Owner within thirty (30) days after the Custodian mails a written invoice to the Owner.

7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the Custodian and Owner. It may be terminated at any time by either the Custodian or Owner upon thirty (30) days' written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, the Custodian shall deliver the assets of the Account to the successor custodian appointed by the Owner and shall have no further custodial responsibilities for the assets in the Account. Any fees remaining outstanding and balances owing to the Custodian may be withheld from the assets delivered to the Owner or to the successor custodian. In the event that the Owner fails to appoint a successor custodian within thirty (30) days following receipt of the Custodian's notice of termination, the Custodian may, in its sole discretion and at the expense of the Owner, petition any court of competent jurisdiction for the appointment of a successor custodian or for other appropriate relief, and any such resulting appointment shall be binding upon all the parties.

8. Authorized Persons. The Owner shall furnish to the Custodian a written certification of the names and specimen signatures of individuals authorized to communicate with the Custodian on behalf of the Account. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons, including Trustee(s), or any Investment Manager(s). Wells Fargo shall be fully protected in assuming that there has been no change until so advised by the Owner.

9. Notices. Notice to the Custodian shall be directed and mailed as follows:

Wells Fargo Bank, N.A.

_____, _____

Notice to Owner shall be directed and mailed as follows:

_____, _____

10. Written Direction. If a provision of this agreement requires that a communication or document be provided to Wells Fargo in writing or written form, that requirement may also be satisfied by a facsimile transmission, electronic mail or other electronic transmission of text (including electronic records attached thereto), if Wells Fargo reasonably believes such communication or document has been signed, sent or presented (as applicable) by any person or entity authorized to act on behalf of the Owner or Trustee. If this agreement requires that a communication or document be signed, an electronic signature satisfies that requirement. Any electronic mail or other electronic transmission of text will be deemed signed by the sender if the sender's name or electronic address appears as part of, or is transmitted with, the electronic record. Wells Fargo will not incur any liability to anyone resulting from actions taken in good faith reliance on such communication or document. Nor shall Wells Fargo incur any liability in executing instructions from any person or entity authorized to act on behalf of the Owner or Trustee prior to receipt by it of notice of the revocation of the written authority of such person or entity.

11. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
12. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
13. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
14. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of [].
15. Successors and Assigns. This Agreement shall bind the successors and assigns of Owner and shall bind the successors and assigns of the Custodian.
16. Effective Date. This Agreement shall be effective on _____, _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Owner: []

By: _____
 Its: _____

By: _____
 Its: _____

Custodian: WELLS FARGO BANK, N.A.

By: _____
 Its: _____



2200 Gateway Centre Blvd ♦ Morrisville, NC 27560 ♦ 800.550.5087

ATM USA BUSINESS SERVICE OPTIONS

Surcharge Free Option:

ATM USA provides the ATM, cash replenishment, communications, parts, service and maintenance. Merchant provides bolt down access a 110 v outlet and 4 sq ft of floor space secure from the elements. The Merchant pays a flat monthly fee of \$750 per ATM. The customer surcharge is \$0.00 for all transactions. Term of agreement is 12 months.

Full Service Option:

ATM USA provides the ATM, cash replenishment, parts, service, maintenance and communications. Merchant provides bolt down access a 110 v outlet and 4 sq ft of floor space secure from the elements. Surcharge amount is set by the Merchant and all surcharge revenue is deducted from the monthly \$750 operational fee. There is no fee to the Merchant if the ATM generates \$750 or more surcharge revenue per month. Months the ATM generates less than \$750 in surcharge revenue, the Merchant is billed the difference. Term of agreement is 12 months.

Specifications:

The ATM will require an in-door placement, 110V outlet and bolt down access. Bolt down is necessary to insure the cash since the ATM weighs less than 700 lbs. ATM USA provides a secure, SSL encrypted wireless communication solution for the terminal so no additional wiring is needed.

Both options provide surcharge free access for Wells Fargo cardholders and no out of network charges. Both options may be terminated at any time with a 30 day notice and \$1500 fee to cover shipping, installation, crating and removal costs.



ATM USA, LLC
(919) 469-5856
2200 Gateway Centre Blvd. Suite 220, Morrisville NC 27560

ATM INSTALLATION & SERVICE

THIS AUTOMATED TELLER MACHINE (“**ATM**”) TRI-PARTY AGREEMENT (the “**Agreement**”) is made and entered into by and between ATM USA, LLC, having a place of business at 2200 Gateway Centre Boulevard, Suite 220, Morrisville, North Carolina 27560 (“**Vendor**”) and _____, having a place of business at _____ (the “**Landlord**”) and Wells Fargo Bank, N.A., with offices at 420 Montgomery Street, San Francisco, California 94105 (“**Wells Fargo**”), each respectively a “**Party**” and collectively the “**Parties.**”

RECITALS

WHEREAS, Vendor is in the business to deploy, operate and manage its ATMs and related transaction services at locations throughout the U.S. and to extend the use of such ATMs to financial institutions;
WHEREAS, Vendor and Landlord agree to the placement of Vendor ATM(s) at Landlord’s location(s) for their use by bank cardholders;
WHEREAS, Vendor and Wells Fargo have entered into an agreement specifying the terms and conditions for the delivery of Vendor’s ATM services to Wells Fargo, including use of Vendor ATMs by Wells Fargo cardholders to conduct transactions at Landlord locations;
WHEREAS based on the placement of Vendor’s ATM(s) at Landlord’s location(s), Wells Fargo hereby agrees to certain obligations associated with service fees for cardholder transactions conducted at such ATM(s); and
WHEREAS, Wells Fargo calls for this Agreement to protect its obligations related to such service fees.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to any terms defined throughout this Agreement, which are incorporated by this reference, the following terms will have the specified meanings whenever used in this Agreement.

“**ATM**” means the Vendor-owned interactive automated teller machine provisioned, permanently stationed, and operated at a Location, that is part of Vendor’s service that provides scripted screens, a transaction receipt and other controls, and is connected online with Vendor and to processing network(s) for the real-time capture and recording of cardholder Transactions conducted at the ATM, which ATM is available for use by bank cardholders during the operating hours of the Location and is branded with Vendor’s name and signage.

“**Confidential Information**” means the confidential or proprietary information of a Party, whether of a technical, business or other nature, including, without limitation, trade secrets, know-how, intellectual property and information related to its customers, cardholders, business plans, marketing activities, research, finances and other business affairs of a Party.

“**Effective Date**” means the date this Agreement becomes effective, which is the last date of execution by any Party.

“**Location**” means the physical site(s) agreed to between Vendor and Landlord where an ATM is installed and operational to accommodate cardholder Transactions, as such Locations are listed in Appendix 1 hereto.

“**Surcharge**” means the convenience fee issued by Vendor for acceptance and processing of a cardholder Transaction made at Vendor’s ATM.

“**Transaction**” means the capture, recording and settlement of a cardholder’s electronic funds transfer for cash withdrawals made at an ATM.

2. **Obligations of the Parties.**

2.1 Landlord hereby grants to Vendor the sole and exclusive right to install, bolt down, operate, service and repair any and all present and future ATM(s) at the Locations listed in Appendix 1 throughout the Term and any Renewal Term of this Agreement and agrees to provide the electricity, bolt down access and access to a data circuit or phone jack, as necessary, for connection to the ATM.

2.2 Vendor hereby agrees to provision its ATM(s) at the designated Location(s), installed and operational within ten (10) business days of the Effective Date of this Agreement, and to deliver Vendor's ATM service, including, without limitation, the ATM, associated equipment, fixtures, communications and supplies, maintenance, cash replenishment and communications for the operation of ATM(s), so that ATM(s) are operational for use by bank cardholders in conducting their Transactions during the Term.

2.3 Vendor agrees to provide its ATM service free of charge during the Term while the ATM is operational at the Location, so long as the monthly number of cardholder Transactions conducted at the Location includes a minimum number of Surcharge Transactions. If in any month the number of Surcharge Transactions is below the Surcharge Transaction minimum, Vendor will invoice Wells Fargo (in accordance with the terms and conditions of the Statement of Work dated July 8, 2011 ("SOW") between Vendor and Wells Fargo) a service fee for the difference between the actual number of Surcharge Transactions and the Surcharge Transaction minimum. The Parties agree that the Surcharge Transaction minimum shall not commence until such time as the first cardholder Transaction is conducted at this Location, wherein the ATM has been provisioned for use by cardholders generally.

3. **Term.** This Agreement shall commence on its Effective Date and, unless earlier terminated in accordance with its terms, shall continue for one (1) year ("Term"). The Term of this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless: (a) Landlord provides written notice of termination to Vendor at least thirty (30) days' prior to the expiration of the then current Term; or (b) this Location(s) is no longer in effect under the SOW between Vendor and Wells Fargo. During the Term or any Renewal Term, Landlord or Wells Fargo may terminate this Agreement, or any part thereof, for its convenience at any time by providing thirty (30) days' prior written notice to Vendor and thereupon shall have no further obligations hereunder, except as provided in Section 5 below.

4. **Termination.** The Parties acknowledge and agree that this Agreement, or any part thereof related to the Location(s) set forth hereunder, shall automatically terminate in the event the SOW is terminate by Vendor or Wells Fargo. Notwithstanding anything to the contrary in this Agreement, upon the occurrence of a material default on the part of any Party hereto, the non-defaulting Party(ies) may immediately terminate this Agreement, in whole or in part, if the default has not been cured within thirty (30) days after the defaulting Party receives notice of the default. The Parties agree that for purposes of this Agreement, a Party: (i) filing for bankruptcy; (ii) making an assignment for the benefit of creditors; (iii) merges or is incorporated into another entity; and (iv) in the event any non-material default occurs three (3) times in any twelve (12) month period, shall be considered a material default hereunder and the non-defaulting Party(ies) may immediately terminate this Agreement. Wells Fargo shall have no further obligation under this Agreement for service fees in the event Vendor and/or Landlord terminate this Agreement or where Wells Fargo terminates this Agreement for a material default.

5. **Effects of Termination.** Upon termination or expiration of this Agreement, Confidential Information, together with all copies, records and similar materials shall be promptly returned to each Party or a certificate of destruction provided instead, Wells Fargo shall pay amounts that accrued and were payable prior to the effective date of termination or expiration, Landlord shall make the ATM available for de-installation and removal by Vendor and thereafter the Parties shall have no further obligations under this Agreement, subject to the provisions of this Agreement which by their nature must survive termination or expiration in order to achieve its fundamental purposes which shall survive termination or expiration of the Agreement.

6. **Warranties.** Each Party agrees that it will not make any warranties or guarantees or other representations or agreement concerning this Agreement with any persons save those outlined in this Agreement.

7. **Confidentiality.** All Confidential Information exchanged between the Parties pursuant to this Agreement shall be treated by each Party with the same degree of care to avoid disclosure to any third party, with at least a reasonable standard of care as is used with respect to its own information of like importance which is kept secret and shall not be used by any Party for its own purposes or any other purpose except as set forth herein

without the express prior written permission of the other Parties.

8. **Relationship.** The Parties represent and warrant that each is an independent contractor, not an agent or employee and further acknowledges that it has no authority to obligate each other.

9. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be deemed effective when hand delivered or upon deposit with a courier for next day delivery or upon deposit in the U.S. mail, certified and return receipt requested, addressed to a Party at the address set forth above, or to such other address specified by notice for this purpose.

10. **Venue.** This Agreement, as between Vendor and Landlord, shall be constructed in accordance with the laws of the State of North Carolina. As between Vendor and Wells Fargo this Agreement shall be governed by and operational in accordance with the terms and conditions of the Statement of Work dated July 8, 2011 executed between Vendor and Wells Fargo, wherein Vendor agrees that Landlord shall be deemed a Dependent Provider. As between Wells Fargo and Landlord, the obligations of Wells Fargo under this Agreement shall be solely for payment of applicable service fees. As between Vendor and Wells Fargo, at no time will Wells Fargo be responsible for the same fees under both this Agreement and the SOW, such that the result would be a double payment to Vendor.

11. **Miscellaneous Provisions.** No Party shall assign, delegate or otherwise convey or transfer its rights, interests or obligations under this Agreement to any person or entity without the prior written consent of the other Parties. The waiver by any Party of a default or breach of any provision of this Agreement by the other Party shall not operate nor be construed as a waiver of any subsequent default or breach. Should any of the provisions of this Agreement be held illegal, invalid or unenforceable as determined by a court of competent jurisdiction, then such provisions shall be deemed null and void without invalidating the remaining provisions hereof. As between Vendor and Wells Fargo, in the event of a conflict between the terms and conditions of this Agreement and the SOW, the terms and conditions of the SOW shall prevail.

12. **Entire Agreement.** This Agreement and Appendix 1 attached hereto, along with the "Terms and Conditions" attached hereto as between Vendor and Landlord constitutes the entire agreement between the Parties with respect to its subject matter, other than the SOW which shall remain in effect as between Wells Fargo and Vendor. No term or provision of this Agreement may be modified except by written agreement, signed by duly authorized representatives of the Parties hereto. The Parties acknowledge and agree that Wells Fargo shall have no obligations to Vendor or to Landlord with respect to the "Terms and Conditions" set forth below as entered into between Vendor and Landlord. The terms of this Agreement are binding upon and inure to the benefit of Landlord, Vendor, and Wells Fargo and their respective affiliates as they pertain to the Locations set forth in Appendix 1. No Party may assign this Agreement without the prior written consent of the other Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of its Effective Date and each party represents and warrants that their respective signatories are duly authorized representatives on behalf of their company to bind each to the execution and delivery of this Agreement.

ATM USA. LLC

("Vendor")

By: _____

Name: _____

Title: _____

Date: _____

("Landlord")

By: _____

Name: _____

Title: _____

Date: _____

WELLS FARGO BANK, N.A.

("Wells Fargo")

By: _____

Name: _____

Title: _____

Date: _____

beyond the reasonable control of Vendor. Vendor will use its commercial best efforts to keep ATM(s) operational for use by cardholders, however, shall not be liable to Landlord for temporary service interruptions of ATM(s).

D. All ATM(s) and associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location(s) shall remain the sole and exclusive property of Vendor. Landlord agrees to protect and defend Vendor's title to such Vendor property and agrees to keep Vendor's property free and clear of any and all claims, liens, or other encumbrances. Landlord further assumes liability for and agrees to indemnify and hold Vendor harmless from any liability, loss or damage arising out of the use, condition or operation of the ATM(s) by Landlord and while the ATM is installed at the Location(s).

E. Landlord shall take all reasonable necessary steps to prevent damage to or destruction of Vendor's ATM(s) and the associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location(s). Landlord assumes responsibility for damage to or destruction of such Vendor property installed or furnished by Vendor at the Location(s) which is caused by smoke, fire, or incineration. Unless otherwise agreed in writing, Landlord acknowledges that no one other than Vendor or its designated service representative is authorized to perform any servicing, maintenance or repair of ATM(s). If Landlord has the ATM(s) serviced by any third-parties, Landlord assumes sole responsibility for all expenses incurred therewith and for any resulting damage to Vendor's ATM(s) or its associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location(s), unless such has been authorized in writing in advance of such work by Vendor.

F. While these Terms and Conditions are in effect, Landlord will not cause, permit or attempt to remove, conceal, dispose of or damage Vendor's ATM(s) or the associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location(s), nor withhold same from Vendor; will promptly notify Vendor in the event ATM(s) or the associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location is damaged, robbed, stolen, or levied against or in the event that the business or the Location, is or is about to be sold, closed or discontinued, or in the event of Landlord's bankruptcy or insolvency.

G. Vendor shall relocate ATM(s) installed at a Location upon the written request of Landlord with at least ten (10) business days' prior written notice. Landlord shall be liable to Vendor for the costs associated such ATM relocation, not to exceed a one-time fee of \$600, payable following such ATM relocation. Notwithstanding any provisions set forth in these Terms and Conditions, Landlord shall have no liability to Vendor for the ATM and its associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location during the time such is in Vendor's control for its relocation.

H. These Terms and Conditions shall remain in effect during the Term of the Agreement. Landlord may terminate these Terms and Conditions by providing thirty (30) days' prior written notice to Vendor. Notwithstanding Section 5 of the Agreement, for any ATM(s) installed at the Location for less than six (6) months from the Effective Date of the Agreement, Landlord shall pay Vendor an amount not-to-exceed \$1500 to cover actual costs, without markup, for the de-installation, crating, rigging and return shipment of the ATM to Vendor. Where an ATM(s) has been installed at the Location for at least six (6) months or up to twelve (12) months from the Effective Date of the Agreement at the time of such termination by Landlord, Landlord shall pay Vendor an amount not-to-exceed \$950 to cover actual costs, without markup, for the de-installation, crating, rigging and return shipment of the ATM to Vendor. For any ATM installed at the Location for twelve (12) months or longer from the Effective Date of the Agreement at the time of termination of these Terms and Conditions by Landlord, Landlord shall not be liable for any fees related to return of the ATM to Vendor. Additionally, Landlord shall not be liable for any ATM return fees, as specified above, in the event these Terms and Conditions are terminated for cause by Landlord or in the event Vendor terminates the Terms and Conditions for any reason.

I. Vendor and Landlord each reserve the right to immediately terminate these Terms and Conditions for cause in the event of a material default on the part of the other Party which has not been cured within thirty (30) days' following a Party's notice of such default to the other Party. Notwithstanding the terms and conditions of the Agreement, for purposes of these Terms and Conditions a material default shall exist if the

ATM(s) or its associated equipment, fixtures, communications and supplies installed or furnished by Vendor at the Location is vandalized, damaged, or misused by Landlord or in the event of damages to the Location caused by Vendor with its installation, servicing, or repair of ATM(s). Additionally, Vendor may terminate these Terms and Conditions for its convenience by providing Landlord thirty (30) days advance written notice in the event: (i) Landlord changes a Location for its business (unless Vendor agrees to the relocation of ATM(s) to the new location in accordance with the provisions of the Terms and Conditions above); or (ii) Landlord sells or assigns its interest in the business, and thereafter Vendor shall have no further obligations to Landlord hereunder, subject to Section 5 of the Agreement. Landlord may terminate these Terms and Conditions at any time in accordance with Section 3 of the Agreement.

J. Vendor and Landlord acknowledge and agree that the Agreement set forth above shall automatically terminate with Landlord's or Vendor's termination of these Terms and Conditions.

IN WITNESS WHEREOF, Vendor and Landlord have executed the Terms and Conditions on the dates indicated below.

ATM USA. LLC

("Vendor")

By: _____

Name: _____

Title: _____

Date: _____

("Landlord")

By: _____

Name: _____

Title: _____

Date: _____

For ATM USA, LLC Use only

Salesperson: Brad Nesbit _____ Approved by _____ Contract# _____

The Monimax 5300CE offers powerful financial-transaction support. This high-volume ATM solution has a large cash capacity that gives customers reliable 24/7 access.

Features

TCP/IP with SSL Support

Monimax 5300CE includes built-in TCP/IP with Secure Socket Layers (SSL) for extra security while connected to the Internet. This new connectivity feature provides a direct connection without additional boxes, adaptors or converters. The result? A more efficient product that saves both time and money.

Capacity from 1,000 to 8,000 Notes

Customize a dispenser profile based on the volume of transactions at each Monimax 5300CE site. This scalable ATM is an ideal solution for multiple locations with various dispenser needs. Configuration can include up to four 2,000-note cassettes for a maximum of 8,000 notes.

Sophisticated Design

Featuring an easy-to-use 15" LCD display, bright lead-through indicator and an ergonomic design, the Monimax 5300CE is a smart choice for its small size and powerful functions.

***Superior quality, security and value.
Only with Nautilus Hyosung.***



Experience a totally new ATM with Monimax 5300CE.

Dependable Customer Service

You can't afford ATM downtime. That's why we offer customer service with real people and real solutions. Trust Nautilus Hyosung to be your business partner.

MONIMAX 5300CE

System Control

- Intel® Xscale® processor
- Microsoft® Windows CE® platform

Communication

- TCP/IP (SSL configurable)

Optional

- Dial-up, Wireless

Customer Display

- 15" TFT LCD

Optional

- Privacy filter

Input Type

- 4 x 2 function keys
- PCI EPP (Encrypting PIN pad)
- ADA compliant

Card Handling

- Dip-type card reader
- Optional IC card reader, EMV Level 1, 2 compliant

Cash Dispensing

- 2,000-note cassette
- Up to four cassettes (8,000 notes)

Printers

- 3.1" graphical thermal receipt printer
- 3,500 transactions
- Electronic journal

Security

- UL291 business hour safe

Optional

- UL291 Level 1 safe
- Electronic safe lock (standard)
- KABA Mas Cencen safe lock
- Security camera

Miscellaneous

- Lead-through indicator

Power Supply

- AC 110–240V, 50–60 Hz

Operating Environment

- Temperature: 28°F–104°F
- Humidity: 25%–85%

Dimension and Weight

- Height: 54.4" (1,381.9 mm)
- Width: 18.1" (460 mm)
- Depth: 25.4" (644 mm)
- Weight: 617 lbs (280 kg)

Internal components may change with the introduction of new technology. Nautilus Hyosung reserves the right to change the specifications of this ATM to accommodate the changes in technology.



3.1" graphic thermal receipt printer

Key pad light

PCI EPP



Security camera (optional)

15" color customer display
• Optional sunlight viewable

4 x 2 function keys

Lead thru indicator
Card reader

Cash dispenser



Contact your authorized Nautilus Hyosung distributor or representative for more information.

Helping You Reach Your Financial Goals

Treasury Management

Commerce Manager
 Disbursements / Payables Solutions
 Collections / Receivables Solutions
 Business Process Reviews
 Card Solutions
 Depository Investment Solutions

Credit

Letters of Credit
 Liquidity Facilities
 Revolvers
 Lines of Credit
 Term Loans
 Direct Purchase Facilities

Municipal Credit Syndications

Agenting and Arranging Credit Facilities
 Distribution Capabilities Among Extensive Industry Contacts
 Structuring and Pricing Assistance
 Document Coordination

Public Finance

Fixed Rate Bonds
 Variable Rate Bonds
 Commercial Paper
 Private Placements

Municipal Derivatives

Swaps/Swaptions (SIFMA/LIBOR Based)
 • Fixed Payer, Fixed Receiver, Constant Maturity, Basis, Total Return, Cancellable
 Caps, Floors, and Collars
 MMD and Treasury Rate Locks

Asset Management

Balance Sheet Solutions
 Fixed Income and Equity Strategies
 Long-Term Asset Management
 Money Market Mutual Funds
 Retirement and Pension Plans
 Trust and Custody Services

Corporate Trust

Trustee
 Paying Agent
 Registrar Services
 Business Escrow, Distribution and Exchange
 Safekeeping and Reporting Services

Insurance Services

Property & Liability Insurance
 Risk Analysis & Program Design
 Alternative Risk Transfer
 Rolling & Construction Wrap Ups
 Group Employee Benefit Design, Placement & Management, and Voluntary Benefits
 Health Care Strategies and Consulting

Wells Fargo at Work

Free Deposit Accounts For Employees
 Discounted Loans For Employees
 Free Financial Literacy Seminars
 Assigned Personal Banker For Employees

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