



The City of Riviera Beach Response to Request for proposal for Banking Services No. 503-15

Tuesday, March 10, 2015

Submitted by:

Wells Fargo Bank, N.A.
Government & Institutional Banking

Dane Sheldon, Senior Vice President
Senior Relationship Manager
dane.sheldon@wellsfargo.com

Jacqueline Kobialko, Vice President
Treasury Management Sales Consultant
jacqueline.kobialko@wellsfargo.com

Table of contents

Tab #1 - Transmittal letter	1
Tab #2 – Minimum requirement criteria.....	3
Tab #3 – Account requirements	4
Tab #4 – Information requested.....	5
Firm Description and Experience.....	5
Personnel	11
Business operations and customer support	15
Interest, Overnight Sweep, and Earnings Credits.....	19
Deposit services	24
Credit Card/Purchasing Card Services.....	29
Disaster recovery.....	33
Technology and web/internet based services	35
Stop payments.....	42
Positive pay	43
Implementation	45
City employees	55
Community Reinvestment Act	56
Additional information	57
Tab #5 – Price Proposal	60
Tab #6 – Attachments/Required Form Proposals.....	61
Appendix	62

March 3, 2015

Pamela Daley, Senior Procurement Specialist
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

RE: RFP #503-15 for Banking Services

Dear Ms. Daley:

Wells Fargo is delighted to have an opportunity to respond to the City of Riviera Beach's Request for Proposal for Banking Services. With the submission of this proposal, Wells Fargo is expressing our strong interest in establishing a deeper relationship with the City. We have closely read the RFP and fully comprehend what the City is seeking in a banking partner. We are eager to work with the City to help you cut costs, automate processing of payments, and move more of your transactions to an electronic format. These steps will support your needs as you move into 2015 and will position you for success in the years to come.

As your strategic partner, Wells Fargo is committed to:

- Providing the resources of a government relationship team of professionals
- Delivering the right solutions to support your needs
- Sharing our technical capabilities and experience to help the City achieve its goals
- Maintaining a constant focus on innovation and enhancements as they relate to the City

Throughout our response, we will demonstrate how we meet or exceed each of these priorities by demonstrating our ability to deliver a complete scope of financial solutions for all your banking needs while offering competitive pricing and numerous bank locations throughout Palm Beach County, including the City of Riviera Beach. To that end, we have not only responded with requested information, but have included information on several additional services that would benefit the City going forward.

Expertise and ability

The Wells Fargo organization is committed to the City and our successful partnership. We will provide knowledgeable and competent staff to serve as the City's primary banking partner. Your dedicated team of senior bankers, Dane Sheldon, Senior Relationship Manager and Jackie Kobialko, Treasury Management Sales Consultant will manage the City's relationship. These individuals have spent decades concentrating on governmental and institutional business clients.

Furthermore, we understand the City is not only seeking qualified individuals from their banking partner; you are also seeking an institution that can provide product breadth and expertise in the industry. Our specialized Government and Institutional Banking Division makes Wells Fargo uniquely qualified to provide industry tailored products to meet the ongoing needs of the City. The banking expertise desired by the City is demonstrated by the longevity and depth of similar Wells Fargo clients, such as Palm Beach County, Indian River County, the City of Hollywood, Seacoast Utility Authority and the City of Vero

Together we'll go far



Beach, as well as many others. We would encourage you to contact any or all of them as references. Additional governmental references may be supplied if desired.

Customer service and responsiveness

Part of our successful customer service model, is the utilization of Dedicated Client Service Officers. The City will be provided with a Dedicated Client Service Officer (CSO) who serves as the first point of contact for the day to day transaction related issues that arise from time to time. This dedicated CSO will provide the level of customer service and responsiveness desired by the City.

Going the extra mile

We applaud the City's interest in innovation and appreciate the opportunity to bring ideas and solutions that would add value to your daily operations. One additional service mentioned in our response is a Business Process Review (BPR). This is a free service offered by Wells Fargo, whereby your Treasury Management Sales Consultant, will spend time observing any or all parts of your treasury operations, including current systems, work flows, financial controls and staff assignments. We observe your processes firsthand, without disrupting your daily operations. We carefully document all work flows 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 City with a valuable external perspective and deeper visibility into the day-to-day details. At the same time, Wells Fargo is learning your business inside and out, allowing us to further assist with optimizing your treasury operations for today and the future.

Additional qualifications and recognition

Wells Fargo's reputation for excellent service is well established. Wells Fargo has received ten "A+" grades from Phoenix-Hecht in 2014 for product quality, customer service, and fraud prevention services. We are also proud to say that we were ranked "Best Bank for Payments and Collections" by Global Finance magazine (North America) (2014).

Additional qualifications and recognition include Wells Fargo being:

- The largest public depository in the State of Florida.
- Ranked the world's Best Internet Bank (2014) by Global Finance magazine
- Ranked #1 in overall performance, functionality, ease of use, and quality & availability (2014) by Keynote Competitive Research.
- Ranked as the "Best Online Treasury Services", "Best in Mobile Banking" and "Best Web Site"

Wells Fargo is excited about the opportunity to provide banking services to the City of Riviera Beach. We respectfully submit our proposal, which will remain in effect for sixty (60) days as requested in the RFP. Furthermore, please accept this letter as our declaration that the signors of this letter below have the authority to bind Wells Fargo Bank into an agreement with the City of Riviera Beach.

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,



Dane Sheldon, SVP
Senior Relationship Manager
Government and Institutional Banking



Jackie Kobialko, Vice President
Treasury Management Sales Consultant
Government and Institutional Banking

Tab #2 – Minimum requirement criteria

- 1. Provide a statement of confirmation of the Proposer's ability to meet the stated minimum requirement criteria. The City maintains the sole discretion to waive any minimum requirement criteria if it is determined the decision is in the best interest of the City.**

Wells Fargo affirms that we can provide all services listed in the "minimum qualification criteria" section, consisting of items (a) through (p).

Tab #3 – Account requirements

- 1. Provide a statement or response to the individual account requirements confirming of the Proposer's ability to provide the stated account requirements. The City maintains the sole discretion to determine which proposer is best qualified to provide these services.**

Throughout our response, Wells Fargo will demonstrate how we meet or exceed each requirement as stated in the "account requirements" section, consisting of items (a) through (v). Additional clarification on items (h) and (v) are listed below.

- h) Cost of Services: In regards to item (h), please note that the City has the option of ordering all banking supplies through our vendor partner, Superior Press. All supply fees generated through Superior Press can be passed through to analysis, to be offset by compensating balances.
- v) Line of credit: Wells Fargo is able to provide a wide array of credit products designed to meet the needs of the City of Riviera Beach. Should the City of Riviera Beach have a specific request, Wells Fargo would work with the City to create the Line of Credit, Term Loan, or Public Finance product which would meet the precise needs of the request.

Tab #4 – Information requested

- 1. Provide a response/confirmation to each question or requested service listed in Section V. Information Requested.**

Proposer shall not alter the Information Requested questions in any way. Failure to comply will result in the responses to the questions as being incomplete or nonresponsive.

Firm Description and Experience

- 1. Proposer to identify the following:**

- i. Size of the firm**

Wells Fargo & Company (NYSE: WFC) is a nationwide, diversified, community-based financial services company with \$1.7 trillion in assets.

Founded in 1852 and headquartered in San Francisco, Wells Fargo provides banking, insurance, investments, mortgage, and consumer and commercial finance through more than 8,700 locations, 12,500 ATMs, and the internet (wellsfargo.com), and has offices in 36 countries to support customers who conduct business in the global economy. (as of January 14, 2015)

Wells Fargo & Company was ranked No. 29 on Fortune's 2014 rankings of America's largest corporations.

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.

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.

- ii. Number of employees**

Wells Fargo currently employees approximately 265,000 team members company wide, with approximately 14,376 in the State of Florida, 1,354 in Palm Beach County and 29 within the City of Riviera Beach.

- iii. Location of the office(s) from which the City will have contact with for coordination of service**

Primary offices to serve the City:

Senior Relationship Manager

Dane Sheldon, Senior Vice President

561-650-2364

450 S. Australian Avenue, 7th Floor

West Palm Beach, Florida 33401

Treasury Management Sales Consultant

Jackie Kobialko, Vice President

954-467-5125

1 E. Broward Blvd, 3rd Floor

Fort Lauderdale, Florida 33301

iv. Provide a list of branch addresses for banking centers located near each of the City's locations within Palm Beach County.

Wells Fargo currently has one location within the city limits of Riviera Beach and four others within a five mile radius.

City Locations	Bank Name	Distance (In miles)
City Hall 600 W. Blue Heron Blvd. Riviera Beach, FL 33404	Singer Island 1100 E. Blue Heron Blvd. Riviera Beach, FL 33404	1.70 miles
Marina 200 E. 13 th Street Riviera Beach, FL 33404	Singer Island 1100 E. Blue Heron Blvd. Riviera Beach, FL 33404	1.88 miles
Parks & Recreation 1621 Blue Heron Blvd. Riviera Beach, FL 33404	Congress Crossing 4441 Beacon Circle West Palm Beach, FL 33407	2.26 miles
Other Wells Fargo locations within 5 mile radius of City Hall		
City Hall 600 W. Blue Heron Blvd. Riviera Beach, FL 33404	North Palm Beach 500 US Hwy 1 North Palm Beach, FL 33408	2.51 miles
City Hall 600 W. Blue Heron Blvd. Riviera Beach, FL 33404	Gardens Park Plaza 4480 Northlake Blvd. Palm Beach Gardens, FL 33410	3.90 miles
City Hall 600 W. Blue Heron Blvd. Riviera Beach, FL 33404	Promenade 9860 Alternate A1A Palm Beach Gardens, FL 33410	5.00 miles

2. Describe your financial condition, stability of current conditions, and track record of effective management decisions.

Our year-end key performance measures are detailed in the following table.

Key performance measure	2012	2013	2014
Total assets	\$1.4 trillion	\$1.5 trillion	\$1.7 trillion
Net income	\$18.9 billion	\$21.9 billion	\$23.1 billion
ROA	1.41%	1.51%	1.45%
ROE	12.95%	13.87%	1.41%
Equity/assets	11.17%	11.20%	10.98%

To review the full Wells Fargo & Company Annual Report, please use the following link: https://www.wellsfargo.com/invest_relations/annual.

Indicate your rating as reported by a nationally recognized rating agency.

Wells Fargo subscribes to Fitch, Moody's, Standard & Poor's, and DBRS ratings agencies.

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](https://www.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/](https://www.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.

3. Experience

Provide three references for clients that services were provided for in the last five (5) years that are similar to the City's service requirements (see the References Form in the Attachments). The list of clients should mainly be for governmental entities, but private accounts may also be provided. Include the following:

Based on our current understanding of your banking service needs, we have chosen references with programs that most closely resemble the setup we have proposed for the City. Contact information for these references is listed in the following table.

- i. Name of Entity:** City of Hollywood
- ii. Contact person, Title:** Shawn Burgess, Treasurer
- iii. Phone Number:** 954-921-3232
- iv. Types of services provided (banking, merchant card services, procurement card services, etc.):**

- Zero Balance Account
- Returns Special Instructions
- Cash Vault Deposits
- Payment Authorization Max
- Account Reconcilement
- Positive Pay with Payee Validation
- Wells Image Paid Check CD
- ACH Origination
- Lockbox
- E Box
- On-line banking
- ACH Fraud Filter-Review
- Desktop Deposit
- Global Check Clearing

- v. Period of time services provided:** Since February 1994
- vi. Your account manager assigned to this client:**

Relationship Manager, Dane Sheldon
Treasury Management Sales Consultant, Jackie Kobialko

- i. Name of Entity:** Seacoast Utility Authority
- ii. Contact person, Title:** Daniela Russell, Finance Department Manager
- iii. Phone Number:** 561-627-2900
- iv. Types of services provided (banking, merchant card services, procurement card services, etc.)**
- Zero Balance
 - Cash Vault Deposits
 - Payment Authorization Max
 - Positive Pay with Payee Validation
 - ACH Origination
 - Returns Special Instructions
 - On-line banking
 - ACH Fraud Filter-Review
 - Global Check Clearing
- v. Period of time services provided:** Since January 1982
- vi. Your account manager assigned to this client**

Relationship Manager, Dane Sheldon
Treasury Management Sales Consultant, Jackie Kobialko

- i. Name of Entity:** City of Vero Beach
- ii. Contact person, Title:** Cindy Lawson, Finance Director
- iii. Phone Number:** 772-978-4770
- iv. Types of services provided (banking, merchant card services, procurement card services, etc.)**
- Zero Balance Accounts
 - Payment Authorization Max
 - Wells Image Paid Check CD
 - ACH Origination
 - Returns Special Instructions
 - Full Account Reconcilement
 - Positive Pay with Payee Validation
 - ACH Fraud Filter
 - On-line banking
 - Global Check Clearing

v. Period of time services provided: Since February 1974

vi. Your account manager assigned to this client

Relationship Manager, Dane Sheldon

Treasury Management Sales Consultant, Jackie Kobialko

4. Proposer to make a statement if they have ever had a service agreement terminated for cause and detail date, entity/name of company during the past seven years.

To the best of the knowledge of those responding to this RFP, we have not had a service agreement terminated for cause.

Personnel

1. For each member of the project team, please provide the following information:
 - i. Name and title
 - ii. Office address
 - iii. Telephone number
 - iv. E-mail address
 - v. Brief description of the individual's role and duties for the City of Riviera Beach.
 - vi. Include a resume of the individual's career, experience in the relevant role and duties similar to the City's project, years employed with the Proposer and other relevant information.

Dane Sheldon
Senior Vice President
Senior Relationship Manager

dane.sheldon@wellsfargo.com
561-650-2364
561-310-3043 cell
561-650-2367 fax

MAC Z6344-081
450 S Australian Ave
7th Floor
West Palm Beach, FL 33401

Dane has over 20 years of experience in the banking industry managing Government and Institutional relationships.

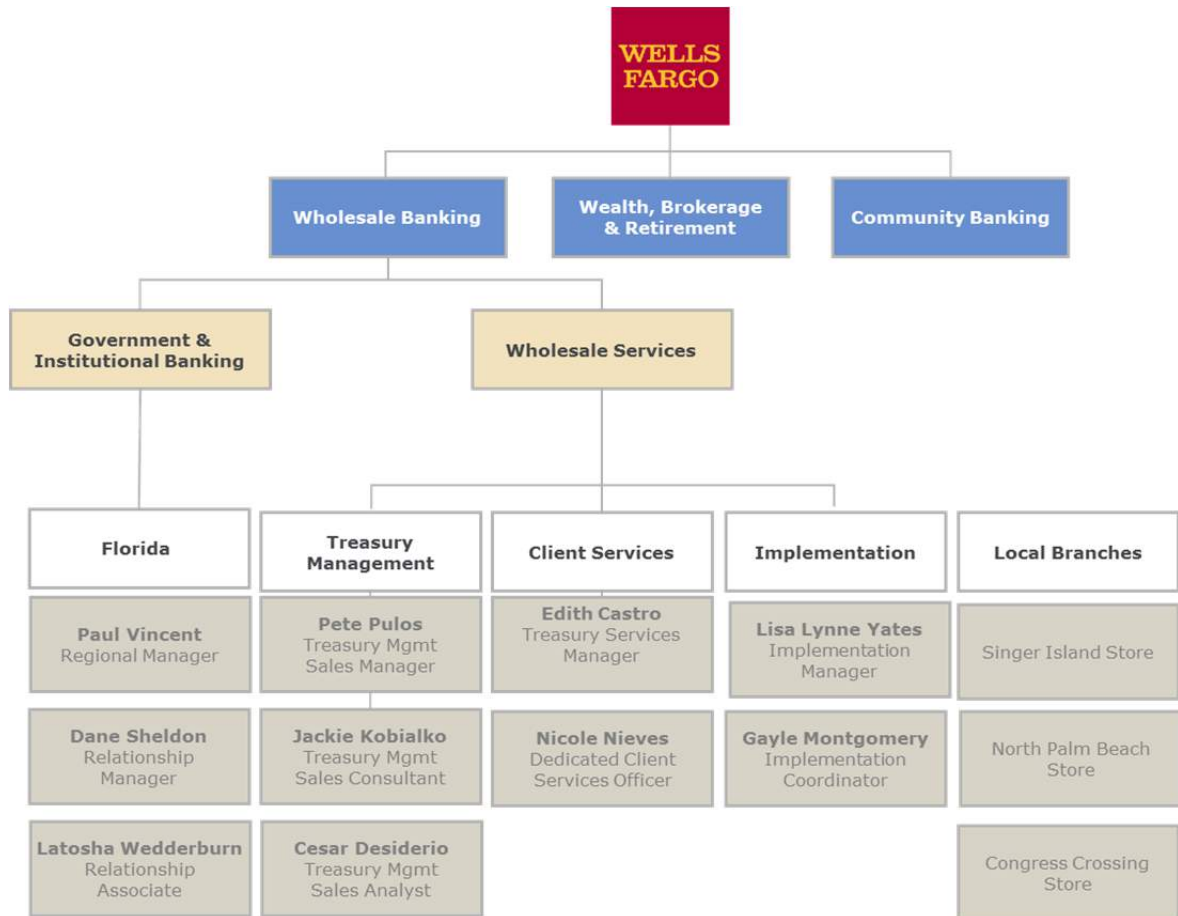
He currently manages Government relationships in Palm Beach County, Broward County and the Treasure Coast.

This includes the Indian River County Board of County Commissioners, Broward County Board and Clerk and Palm Beach County Board, Clerk, and Sheriff's Office among many others. Dane received his Bachelor's degree in Geology from Tulane University and completed his Master's in Business Administration at the University of Miami. He has been an Adjunct Professor of Finance at the University of Miami for many years. He is active in the community currently serving on the Board of the West Palm Beach Library Foundation. Dane also actively supports the Florida Government Finance Officer's Association where he has presented seminars on relevant financial matters.

<p>Latosha Wedderburn Relationship Associate</p> <p>latosha.wedderburn@wellsfargo.com 561-650-2368 561-650-2367 fax</p> <p>MAC Z6344-081 450 South Australian Ave 7th Floor West Palm Beach, FL 33401</p>	<p>Latosha has over 19 years of experience with Wells Fargo working in various capacities, including 4 years in treasury services and 6 years in her current role. She currently assists Dane with managing Government relationships in Palm Beach County, Broward County and the Treasure Coast. Latosha has a degree in Business Administration and extensive experience with client support. She is an active volunteer in her community, devoting much of her time to the public school system.</p>
<p>Jackie Kobialko, Vice President Treasury Management Sales Consultant Government & Institutional Banking</p> <p>jacqueline.kobialko@wellsfargo.com 954- 467-5125 954-654-1645 Cell 877-402-8481 Fax</p> <p>1 E. Broward Boulevard 3rd Floor Ft. Lauderdale, FL 33301 MAC Z6066-030</p>	<p>Jackie will support the City as the primary contact for Treasury Management. Jackie has been with Wells Fargo for ten years, with eight of those years dedicated to government and institutional treasury management. Collectively, she brings over 30 years of business experience, including 20 years of government related financial industry experience.</p> <p>During her tenure in government treasury management, she has worked with various government entities including Palm Beach County Clerk & Board, Miami Dade County, Miami Dade County School Board, Broward County, Broward Clerk of Courts, City of Vero Beach, Seacoast Utilities Authority, City of Ft. Lauderdale, City of Miami, City of Hollywood and the City of Sunrise, as well as numerous other counties, cities and tax collectors within the State of Florida.</p> <p>Jackie has been a resident of Broward County since 1970 and currently is a member of the South Florida Government Finance Officers and City Clerks Association, the Palm Beach County FGFOA Chapter as well as the Treasure Coast FGFOA Chapter.</p>

<p>Cesar F. Desiderio Treasury Management Sales Analyst Government & Institutional Banking</p> <p>cesar.desiderio@wellsfargo.com 904-391-7195 877-422-9950 fax</p> <p>MAC Z3042-036 10401 Deerwood Park Blvd. Building 1 Jacksonville, FL 32256</p>	<p>Cesar is a Treasury Management Sales Analyst supporting the Government & Institutional Banking Group. In this role he is responsible for providing ongoing treasury sales support, and to be available to address your treasury management services needs when the sales consultant is unavailable.</p> <p>Cesar brings more than 15 years of banking experience to his current position. Cesar has worked in the Government sector of treasury management for over 10 years and has managed a comprehensive range of complex government relationships.</p>
<p>Gayle Montgomery Implementation Coordinator</p> <p>amethyst.g.montgomery@wellsfargo.com 704-715-9085 704-383-8756 fax</p> <p>301 S Tryon St 7th Floor Charlotte, NC 28282-1915 MAC D1129-073</p>	<p>Your designated implementation coordinator, Gayle is responsible for implementing all treasury management products and services. She will train the District's employees on how to use services and assist in completing all documentation.</p> <p>Gayle has been with the bank for 25 years and has supported the Commercial Market Segment of Treasury Management for 7 years. She worked as a trainer on the implementation training team for 4 years and currently, is the implementation coordinator for Jackie on her portfolio.</p> <p>Gayle has a B.A. in Public Administration from North Carolina Central University and her hobbies are traveling and spending time with her family.</p>
<p>Nicole Nieves Dedicated Client Services Officer</p> <p>nicole.nieves@wellsfargo.com 904-634-6367 877-597-1552 fax</p> <p>10401 Deerwood Park Blvd Bldg 3rd Floor Jacksonville, FL 32256 MAC Z3042-032</p>	<p>Nicole is a Dedicated Client Service Officer for the Government and Institutional Banking Division. Nicole would be responsible for providing day to day assistance in managing all products and services associated within the business relationship.</p> <p>Nicole has recently transitioned to Wells Fargo with all of her time spent servicing government clients. She comes from a career in Finance and Banking of over 10 years in a variety of different platforms.</p>

2. Provide an organizational chart showing the contacts for the City of Riviera Beach's banking relationship.



3. Provide information on the steps that can be taken and the appropriate hierarchy for contacts to elevate the resolution of issues in the event the City is not satisfied with the results of issues handled by the operational relationship manager. If separate contacts apply for different services, then clearly provide and identify.

For customer service issues, your dedicated client services officer, Nicole Nieves 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.

For issues beyond your dedicated client services officer and her escalation abilities, your relationship team and their direct managers are also available to the City in the event the City is not satisfied. Please see organizational chart in question 2 above.

Business operations and customer support

- 1. Detail your business operation structure that is in place to accommodate your government clients. Identify any unique business operations that have been set up that are specific to the government client or that you are able to offer the City of Riviera Beach. Responses to questionnaire will also be considered as part of the evaluation or Business Operations and Customer Support.**

Wells Fargo is the leading provider of banking services to government and institutional entities in Florida. With the largest share of governmental public deposits within the State, Wells Fargo is Florida's largest Qualified Public Depository (QPD) and has the experience and products to continue to be the leader for banking services. With our dedicated Government and Institutional Banking (GIB) Department, we are uniquely qualified to meet all the needs of the City of Riviera Beach.

Your dedicated account representatives would include Relationship Manager Dane Sheldon, Senior Vice President, who will provide support for general Government and Institutional Banking (GIB) matters; Treasury Management Sales Consultant Jackie Kobialko, Vice President, who will provide support for your treasury service needs and their support associates, Latosha Wedderburn and Cesar Desiderio, respectively. All are tenured GIB banking specialists, with decades of experience. Dane and Jackie are authorized to make representations for Wells Fargo regarding this proposal; however Dane would be the main point of contact.

- 2. The proposer shall describe any litigation or proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation. Failure to return this information with your proposal may result in the rejection of your proposal.**

Wells Fargo Bank, N.A. is a subsidiary of Wells Fargo & Company.

The disclosure requested is extremely broad in scope, and, at any given time, an organization the size of Wells Fargo may be involved in legal proceedings, some or all of which may be confidential in nature. To the extent any litigation is required to be reported, it is disclosed in Wells Fargo & Company's SEC filings and is a matter of public record.

At this time, and to the best knowledge of the Wells Fargo representatives preparing this response, Wells Fargo has not been involved in any legal actions within the past [three] years that would have a material adverse impact on Wells Fargo's ability to provide the services requested in this RFP.

No such actions have resulted in any restrictions on the ability of Wells Fargo Bank, N.A. to operate our businesses, and none are or have been material to the operation of Wells Fargo Bank, N.A. businesses.

Copies of the Legal Proceedings sections from Wells Fargo & Company recent public filings are available at:

[wellsfargo.com/invest_relations/filings](https://www.wellsfargo.com/invest_relations/filings)

The Wells Fargo & Company Annual Report is available at:

[wellsfargo.com/invest_relations/annual](https://www.wellsfargo.com/invest_relations/annual)

3. Submission of proof of Public Funds Depository.

A copy of our qualified public funds depository is included within the appendix section of this response.

4. How many times have you missed notification deadlines and by how much in a recent ninety day period?

At Wells Fargo, quality and making our notification deadlines is one of our primary concerns. We've implemented a multipoint plan to ensure our treasury management services deliver the consistent quality our customers require.

Our quality review committee is comprised of key representatives from Operations and Treasury Management, and meets regularly to review the performance of each operating area. If a performance measure does not meet minimum standards, we review it in detail and implement corrective measures.

We set operational performance measures for functions throughout the bank based on industry standards and benchmarking. Some of these measures mirror those of BAI standards. Others are internal to Wells Fargo and represent measures we feel are relevant to the success of our product delivery.

We log every performance issue into our tracking systems, regardless of whether the issue is raised by our Treasury Management Client Services unit or an operational area.

Below are several measures that are tracked on a monthly basis:

Customer service

While there are many things we do that give us a competitive edge in customer service, we've built our actions around these foundations: availability, delivery, and reliability.

We are high-touch

We have more than 700 treasury management service specialists who skillfully handle customer requests day in and day out. They will serve as project managers for your inquiries, and stay with them from start to finish. We partner directly with you to ensure you are receiving the service you expect and deserve.

We are high-tech

Treasury Management Client Services uses advanced tools to track service inquiries that help ensure we deliver on our promises. We combine these tools with a disciplined approach that sets high service goals, tracks results, and maintains customer response times we have established.

We deliver consistently

When we set up your research case we also establish the expected resolution time, which we meet for nearly 100% of cases.

For dedicated support, we meet our resolution time 99% of the time.

Client Services performance results*

Inquiries resolved	Team support	Dedicated support
Within expected resolution time	99.9%	99.4%
Same day	91.7%	77.5%
Within three days	98.5%	96.7%

*Based on 2014 results.

In the 2014 Phoenix-Hecht Large Corporate Quality Index, Wells Fargo earned A+ grades for customer service.

Online banking

Wells Fargo measures performance for all of our treasury management services, including information reporting. We ensure availability and ease of use by constantly monitoring the Commercial Electronic Office® (CEO®) portal on a real-time basis.

We track all performance information internally. The following table shows our last three quarterly performance levels.

Availability	Standard	Q2 2014 average	Q3 2014 average	Q4 2014 average
CEO® portal	99.70%	100%	99.95%	99.98%

In order to ensure that our services meet expectations, we review all results with senior management on a monthly or quarterly basis.

Wells Fargo scored “A+” grades for timeliness of reporting and overall features and capabilities in the 2014 Phoenix-Hecht Middle Market and Large Corporate indices.

ACH services

We track and internally publish performance measures monthly for review by senior management.

The performance metrics we track for ACH services are included in the following table. We have included our average year-to-date results for 2014 and our last three monthly performance levels to show the consistency of our performance over time.

Performance measure	2014 average	Oct 2014	Nov 2014	Dec 2014
ACH files processed without error	99.99%	100%	100%	100%
ACH files distributed on time	99.99%	100%	100%	100%
ACH files distributed from ACH Operators on time	100%	100%	100%	100%
Calls answered within 25 seconds	95.75%	96.52%	96.67%	91.58%
Customer calls captured before customer hangs up	98.89%	99.00%	99.00%	98.50%

Wire transfer

We track and internally publish performance measures monthly for review by senior management. Operations managers must explain in detail any failure to meet a standard, including when and how they plan to improve performance.

The following table summarizes recent performance results.

Wire transfer critical quality indicator	October 2014	November 2014	December 2014
Total number of wire transfers processed	3,189,057	2,708,619	3,321,103
Errors per 10,000 payments The number of wire errors per 10,000 incoming and outgoing fed, clearinghouse, and book transfer volumes	0.0524	0.0330	0.0437
Wire payments accuracy The percentage of incoming and outgoing fed, clearinghouse, and book transfers that were processed accurately	99.9995	99.9997	99.9996

Controlled disbursement services

Monitoring

Daily, we track:

- The timeliness of meeting our controlled disbursement reporting deadlines
- The dollars and items captured in the first presentment

Reporting

Monthly, we internally report and publish:

- The presentment results
- The dollars and items captured in the first presentment

Treasury Management senior leadership evaluates the performance levels in quarterly product reviews.

Recent results

Our three-month performance record for meeting presentment deadlines is shown in the table below.

Savannah	November 2014	December 2014	January 2015
On-time rate for meeting deadlines*	1st: 100% 2nd: 100%	1st: 100% 2nd: 100%	1st: 100% 2nd: 100%

*Items and dollars are shown in the same presentment totals.

Interest, Overnight Sweep, and Earnings Credits

- 1. Describe how interest on the overnight sweep investment will be calculated and credited on all accounts. Be specific. If applicable, indicate the minimum interest rate guaranteed.**

Please see item #6 for recommendations to the City.

- 2. Quote the interest rate the Proposer is offering the City on funds remaining in an account overnight.**

For rates on current funds, please refer to the appendix section, tab C.

- 3. Provide earnings history for overnight sweep investment agreements or any other appropriate sweep facility for the last 12 months.**

The table below lists.

Month	Interest Rate
January 2015	.01
December 2014	.01
November 2014	.01
October 2014	.01
September 2014	.01

Month	Interest Rate
August 2014	.01
July 2014	.01
June 2014	.01
May 2014	.01
April 2014	.01
March 2014	.01
February 2014	.01
January 2014	.01

- 4. Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirement, the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.**

The City will be provided the better of the bank managed rate or the contractual rate. The bank managed 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, but will not go below the floor of 40bps for the life of the contract. The contractual rate is tied to Target Fed Funds.

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:

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

A listing of the bank earnings credits rate and reserve requirements for the past 12 months are as follows:

Month	Earnings Credit Rate	Reserve Requirement
January 2015	0.40%	None
December 2014	0.40%	None
November 2014	0.40%	None
October 2014	0.40%	None
September 2014	0.40%	None
August 2014	0.40%	None

Month	Earnings Credit Rate	Reserve Requirement
July 2014	0.40%	None
June 2014	0.40%	None
May 2014	0.40%	None
April 2014	0.40%	None
March 2014	0.40%	None
February 2014	0.40%	None
January 2014	0.40%	None

5. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.

The City will have the option to use either a noninterest bearing account, an interest bearing account, or a hybrid of both; and can switch between the accounts as the interest rate environment changes. We are recommending in the current interest rate environment that the City keep bank balances in a non-interest bearing account. Balances maintained in the non-interest bearing account receive a monthly Earnings Credit which can be used to offset monthly analysis charges. The non-interest bearing accounts would receive the higher of 40 basis points or an indexed ECR equal to Target Fed Funds less 15 basis points. Once interest rates in the economy reach 50 basis points (indexed to Fed Funds), if the City desires an interest bearing account, we would recommend the Government Advantage Interest Checking (GAIC) account for your monies on deposit. This is the hybrid account type mentioned above. In the GAIC account type, you would receive an indexed ECR equal to Target Fed Funds less 15 basis points with a “floor” of 0.40% (40 basis points). Interest would be paid on the excess balances not used to offset service charges. The interest rate would be set at the higher of Fed Funds less 15 basis points or the standard Wells Fargo rate (currently 2 basis points).

Calculation: We calculate your earnings credit on 100% of your average daily positive collected balances. We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula: (average positive collected balance) × (number of calendar days in the month) × (ECR) ÷ actual number of days in the year

Wells Fargo charges a recoupment fee to partially recover deposit insurance premiums that we pay to the Federal Deposit Insurance Corporation (FDIC). Your account analysis statement will detail this fee as an individual charge, currently set at .1275 per \$1,000.

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 levels.

- 6. The City would like to evaluate the need for an overnight “sweep” arrangement for the City’s accounts. At the end of each business day, all uninvest balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The Proposer has the option to offer other alternatives to overnight repurchase agreements. The Proposer must provide full documentation of the alternative with the proposal.**

Wells Fargo recommends an array of investment alternatives to the City.

Wells Capital Management services

Wells Capital Management is the wholly owned asset management arm of Wells Fargo, with over \$351 billion in assets under management as of 12/31/14. WellsCap is able to provide investment solutions for institutional clients by offering and mutual funds through Wells Fargo Advantage Funds, and through our separately managed account capabilities. One solution outlined below is a money market fund sweep, where balances are automatically swept from a client’s operating account into a money market fund account and remain invested until the balances are needed, at which time they sweep back to the operating account.

Money Market Fund Sweep

Wells Fargo Advantage Funds® is a top-10 provider of money market funds. With more than \$100 billion in money market assets, we offer the integrity, service, investment expertise, and consultative guidance that institutional investors require. Our money market funds are actively managed, with clear priority given to the preservation of capital and liquidity. Stringent controls and strict adherence to the quality, diversification, and maturity requirements of SEC Rule 2a-7 are implemented to help maintain a stable share price of \$1.00.

Wells Fargo offers four money market sweep options, each of which are AAA rated, that are outlined below. The share class available is the Institutional share class, which includes no 12b-1 or re-marketing fees. Money Market Fund sweeps allow for the monies to be removed from the depository account and therefore not subject to FDIC charges.

- **Government Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consists exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury.
- **Heritage Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio of First Tier securities consisting of high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.
- **Municipal Cash Management Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by emphasizing fundamental credit research and risk management to actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories, and possessions of the U.S. or their political subdivisions or financing authorities.
- **Treasury Plus Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consists exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury.

Performance information is included in each fact sheet attached within the appendix section of this response.

[Separately Managed Accounts](#)

In addition to fund solutions, WellsCap is able to offer a lineup of separately managed account strategies. We believe each client is unique in their needs and require a consultative approach to create customized solutions to meet their goals and objectives. Through our disciplined approach, WellsCap is able to provide active management that adds value and enhances portfolio returns. WellsCap has a deep credit research team that utilizes a proprietary credit analysis to mitigate risks and identify opportunities. We are able to manage risk through our robust infrastructure that ensures we remain within our client's investment guidelines, and that the portfolio is well diversified.

Please refer to the appendix section for additional details and investment solutions the City may consider.

Deposit services

1. **What is the normal cut-off time for an outgoing wire transfers, and your incoming notification process. List any other EFT fees not specifically covered under Account Analysis Proposal Sheet.**

Wire cutoff times

The following table lists the cutoff time for each wire type. If you submit a wire after the cutoff time, we process the item on the following business day.

Origination channel	Domestic	Book	Drawdown request	International (U.S. dollar and foreign currency)	Request for Transfer (RFT)	Tax payment
Online	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m. (USD) 5:00 p.m. (FX)	8:00 p.m.	4:30 p.m.
Consolidated payables	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.
Telephone	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	Case is built anytime, then sent to investigations for processing	4:00 p.m.
Automatic standing transfer	5:30 p.m.	8:00 p.m.	5:30 p.m.	5:30 p.m.	5:30 p.m.	4:00 p.m.

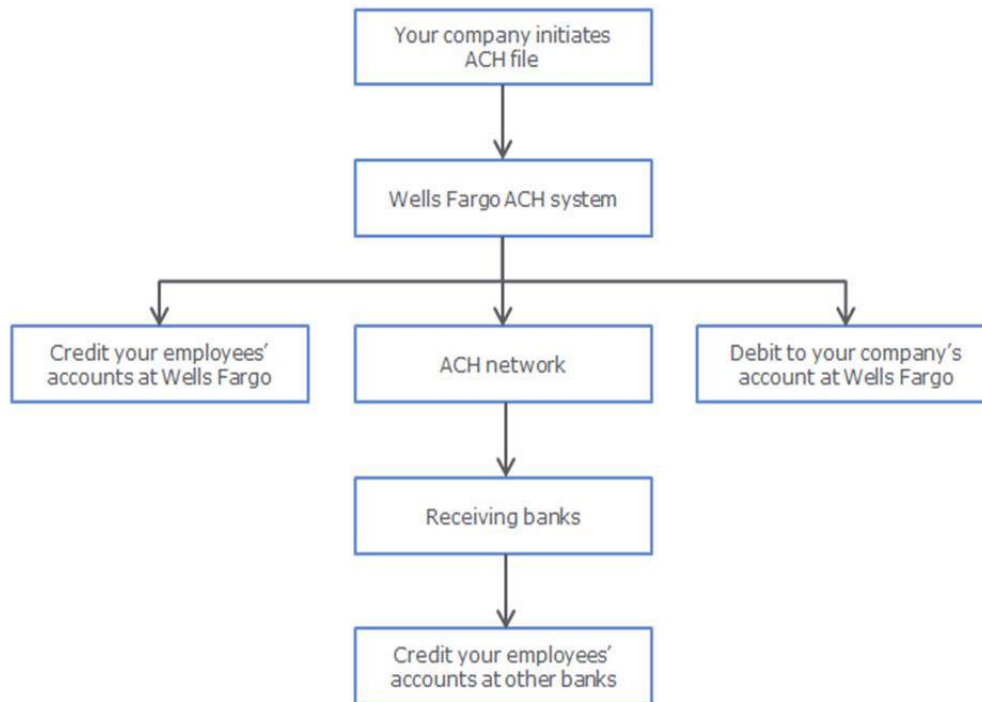
Pricing is provided within Tab 5 price proposal.

2. **Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.**

The City will have the capability to deposit employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts using a connection of Automated Clearing Houses, as well as originate utility payment files to draft your customers' accounts.

Process

When the City submits an electronic file of payment information in a format approved by NACHA, Wells Fargo reads it and, following your instructions, delivers payroll entries to your employees' accounts. Their salaries are immediately available in their accounts on the morning of payday.



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	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	9:00 p.m. ET	9:00 p.m. ET	12:00 a.m. ET
Consolidated payables transmission	8:30 p.m. ET	8:30 p.m. ET	8:30 p.m. ET
Online	7:00 p.m. ET	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.

3. Do you have an established maximum dollar value limit that may not be exceeded by an individual check?

The only limit we impose as a bank is the limit mentioned below. However, if the City has non-check writing accounts, that would not have positive pay, you can add the Payment Authorization Max service, which allows the City the option of setting a maximum dollar limit for any one check posting to the

account. Please see additional details on this service in the “Enhancements” section within Tab A of the appendix.

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.

4. What procedures will be used to resolve overdrafts caused by funding failures as a result of improper funding from the City? As a result of the bank’s error or delay in notification?

In the event that your 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.

In the event that 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.

5. What is your bank’s policy on daylight overdrafts?

Wells Fargo will send out a wire set up for a daylight overdraft. The bank will release wires and book transfers up to the amount of the available balance in the account plus the amount of the daylight overdraft.

If funds haven’t been received by the end of the day, the daylight overdraft could turn into an overnight overdraft.

Daylight overdraft setup

Wells Fargo may establish a daylight overdraft limit as a benefit to you because it allows wires, prepaid ACH payments and teller check cashing to be processed more timely. It also gives the City much needed flexibility until the end of the day. Daylight overdraft limits are set at the discretion of your relationship team and are based on your overall relationship with the bank, taking into consideration the following factors:

- A credit analysis
- An evaluation of your transaction volume history
- A review of the organizations with which you transact business through the ACH system

We will notify you if pending transactions exceed available balances over the preapproved daylight overdraft to determine appropriate action. However, we would not generally notify you if transactions are processed as a result of preapproved daylight overdrafts.

6. Explain your institution's capabilities and experience in transmitting account reconciliation information.

Wells Fargo offers our disbursement customers both full and partial account reconciliation (ARP).

Full ARP

The City 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. 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 City 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 reporting

Our information reporting system is fully integrated with our portal, making it easy for your staff to have all relevant reports and information online.

With full and partial ARP, you can customize your account reconciliation to match your accounting needs by choosing which of 14 optional reports you need from the list below.

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

*Only available with Full ARP.

[†]Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of information shown on our most commonly requested optional reports, shown in PDF format. You can view samples of additional ARP reports in the appendix section of our response.

Paid Checks

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PAID CHECKS REPORT		PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
450201004		5-31-08	20.00	INNR	
450201005		5-31-08	200.00	INNR	
4050101002	5-30-08	5-30-08	100.00		
4050101004	5-30-08	5-30-08	20.00		
4050101005	5-30-08	5-31-08	200.00		
4050201001		5-31-08	10.00		
4050201002		5-31-08	109.00	INNR	
4050201003		5-31-08	1,000.00		
8			1,659.00	TOTAL	

Outstanding Checks

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT				PERIOD: 0-00-00 TO 05-06-08			
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 2
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00	TOTAL				5,210.00	TOTAL	

Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-30-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-28-08				
SERIAL	STOP	REL/EXP	AMOUNT	CODE	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I	3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I	3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-13-08	3-12-09	668.96	STOP/R	3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI						
6			2,086.21	TOTAL NEW STOP PAYMENTS						
6			2,086.21	TOTAL STOP PAYMENTS						
1			668.96	STOP PAY RELEASES						

Voids and Cancels

WELLS FARGO		ACCOUNT RECONCILEMENT		PRINTED: 05-06-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		VOIDS AND CANCELS REPORT		PERIOD: 05-06-08 TO 05-06-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION	
3051101001	5-03-08	5-06-08	10.00	CANCELS/I	
3051101002	5-03-08	5-06-08	100.00	CANCELS/I	
3051101003		5-06-08	0.00	VOID	
1			0.00	TOTAL VOIDS	
2			110.00	TOTAL CANCELS/I	
0			0.00	TOTAL CANCELS/NI	

- The City requires staff be able to download bank statements within two (2) business days from the end of the month. How long will bank statements be available to view or download online?**

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

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
DDA statements	3 days	1 day

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

Account analysis statements

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.

- 8. In a week where there are no holidays, what is the latest possible time that the City may submit a valid ACH payroll file to ensure that its employees are paid Thursday morning? For example, by 5 p.m. Wednesday. If the City submits a valid ACH approved file by this time and for some reason the bank were to fail to process it, would the bank assume the responsibility of wiring funds to the City's employees?**

The City has the flexibility to originate a same day*, one day or two day ACH file for payroll, however to ensure all employee accounts are funded on payday, we recommend submitting the payroll file two days prior to pay day. Therefore, in a week where there are no holidays, the City would need to submit their ACH payroll file to Wells Fargo by 11:59pm eastern time on Tuesday in order for funding to take place by Thursday morning.

If, for some reason the bank were to fail to process the ACH file by the deadline, then Wells Fargo would do everything possible to complete the payroll funding in a timely manner.

*Wells Fargo accounts only

Credit Card/Purchasing Card Services

- 1. Describe what credit card/purchasing card services you may offer.**

Since 1994, Wells Fargo has helped thousands of customers improve their expense management processes with our proprietary *WellsOne* Commercial Card program. You can leverage our proprietary *WellsOne*® Commercial Card program to streamline expense management and increase process efficiency.

You can leverage our commercial card program 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 will 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. Transactions and settlements are made in Canadian currency, which helps reduce cross-border fees and mitigates foreign exchange exposure. With one issuer, one service center, and one reporting tool, your commercial card program remains consistent across borders.

We also offer cards denominated in the Eurodollar and British Pound Sterling, 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 will be able to manage cards in real time, obtain comprehensive standard and custom reports, customize transaction fields, and establish automatic, 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 program administrators can change credit limits and view declined transactions in real time, saving time and providing greater convenience to cardholders. 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.

We recently rolled out our mobile receipt imaging feature. Cardholders can 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 by email, fax, or mobile upload. 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 saves an average of \$74 in processing costs and eliminates nine days cycle time.²

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

In 2013, 82% of attempted or actual payment fraud was check fraud. You can reduce your fraud risk and lower your payment costs by making more of your payments with commercial cards.

Additionally, 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 RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

³ 2013 AFP Payments Fraud and Control Survey.

Disaster recovery

- 1. Describe your disaster recovery plan to include specific plans related to servicing the City in the event of a disaster. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.**

Wells Fargo has 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, we make every attempt to restore and maintain normal service levels as soon as possible.

Our core processes and procedures for business continuity planning are consistent for a wide variety of disasters or emergencies, but components of the 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 in the following paragraphs.

Systems

To minimize the severity of system interruptions, we maintain redundant platforms for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications.

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.

Telecommunications and power

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

Transportation

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

2. How quickly can the "hot" site be implemented in case of an emergency?

Wells Fargo maintains numerous "hot" backup processing sites; the number of sites depends on each specific processing function.

Our backup processing takes place at alternate sites that are already active and in use. We tier recovery time to divert processing to the alternate site depending on how critical the product is to our customers.

We can recover critical products quickly — with minimal or no down time. Less critical products are recovered according to their tiers as needed.*

Wells Fargo operates, and owns or leases, all backup processing sites, so we can stay at the sites as long as needed.

Each of our service centers has a designated alternate recovery site, with the sites strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region.

*The foregoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption.

3. Provide a description of the controls in place to insure the integrity of the funds transfer system.

Wells Fargo will be able to execute wire transfer requests if a disaster or emergency occurs. Our business continuity plan includes multiple recovery strategies for each core function, product, and service.

These strategies include the automatic diversion of wire processing to designated backup sites. Backup sites are strategically dispersed across multiple locations to minimize potential disruption from an event occurring in a specific geographic region.

Each backup site has the ability to accept transferred workloads (including telephone calls) and can backup other sites as needed.

We also offer our customers the option to enroll in a specific backup channel that they can use if access to the primary wire transfer channel is interrupted. Such backup may include telephone or fax initiation of wires.

4. How often are emergency operations tested?

Wells Fargo updates and tests disaster recovery procedures regularly. The frequency and timing vary by the business function or application. We test and update business unit-level procedures no less than annually, and critical enterprise-wide systems no less than semi-annually.

Technology and web/internet based services

1. Describe your web based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll. Describe the security features to include user identification and password maintenance.

Designed as a one-stop shop for access to banking services, the *Commercial Electronic Office (CEO)* portal provides the City access to the following services:

Services available through the CEO portal	
Treasury Management ACH Deletes & Reversals Online ACH Fraud Filter ACH Inquiry ACH Payments (Payroll) ARP Register Maintenance Basic Banking Cash Vault Deposit Maintenance <i>Desktop Deposit</i> [®] Document Retrieval <i>E-Box</i> [®] Decisioning Electronic Document Delivery Event Messaging Healthcare Claims Payments Healthcare Supplier Payments Image Positive Pay International ACH Payments Lockbox Payment and Delivery Preferences <i>Payment Manager</i> <i>Payment Manager</i> File Validation Tool Retail Lockbox Image Archive Returned Item services Reverse Positive Pay SAFE Transmission Self Administration Statements & Notices Stops-Images-Search Sweep Statements and Confirmations Wells Fargo Business Online Banking <i>WellsTax</i> [®] payments Wire Transfer Prepaid Card Services Paycard Prepaid Card <i>Wells Fargo</i> [®] Visa [®] Gift Card	International Services Canadian Treasury Services Foreign Exchange Trade Services Online TradeXchange: Export Services TradeXchange: Import Services TradeXchange: MIS and Images Credit, Loan, and Finance Asset Based Lending Business Credit Services Credit Management Fed Funds Online Global Fed Funds Interest Rate Management Loan Document Templates Mortgage Information Reporting Receivables Financing Supply Chain Finance Warehouse Lending Finance WFBCI Customer Reporting Trust and Investment* Fed Funds Institutional Investing: Reporting Institutional Investing: Trading Market Linked Investment Offerings Mutual Fund Reporting Mutual Fund Trading Prime Services Retirement Plan Payments Retirement Professionals Workstation Retirement Solutions Securities Lending Reporting Security Valuations Trust Analytics Trust Information Delivery Trust Portfolio Reporting Trust Transaction Management Wells Capital Management Wells Fargo Advantage Funds

Services available through the <i>CEO</i> portal	
Health Benefit Services Health Benefit Services	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. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

You can initiate a full range of transactions, including domestic and international ACH, domestic and international wire transfers, stop payments, foreign exchange, trade, credit, and trust transactions.

Security

Our single sign-on portal uses the security features described below to help protect your information.

Authentication

The system requires multiple sign on identifiers, including:

- Company ID, user ID, and password
- Strong or two-factor authentication for all online payment and administration services

Account lockout

The system will lock out a user account when there are invalid password attempts. If an account becomes locked, the user must contact its company administrator or a Treasury Management Client Services representative to reissue and reset the password.

Timed log off

The online sessions are timed and monitored so that the system automatically logs users out when there are periods of inactivity. This reduces the risk of others accessing information from your unattended computers.

Access control

You determine who can access protected resources and which resources are available for access. Wells Fargo can set up entitlements for each user, or your administrators can create user IDs and assign privileges using our online administration service.

Dual custody

To reduce your fraud risk, we require dual custody to release online payment transactions and make administrative changes. This helps to protect 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.

You can choose to add dual custody to other online features such as user set up and password resets.

Encryption

Our system conducts user logins and all session activities using 128-bit encryption. During login or when upgrading to use two-factor authentication, the system masks passwords and token pass codes for security reasons. Additionally, the system stores all passwords using one-way hashing.

Audit controls

We internally log and monitor customer events that occur on our online system. Event logs provide information about user activities such as login, user profile updates, and transactional activity.

These logs also identify the user, date and time of event, and other information relevant to the activity performed.

Include any other features that may be useful to the City.

Mobile banking

In 2007, Wells Fargo became the first major U.S. bank to offer mobile services for commercial and corporate customers. With the CEO Mobile® service, you can perform many of the same tasks you access through the portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.*

*Requires iOS version 6.1 or above or Android version 4.0 or above.



Access the service from any smartphone and sign on using your portal authentication credentials.

You can contact your treasury management sales consultant for a demo of our mobile service, or visit wellsfargo.com/ceomobile for more information.

Use the <i>CEO Mobile</i> ® service for	Features
ACH payments	Approve or reject domestic ACH transactions
Cash management	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and transactions, including controlled disbursement summary and lockbox availability information
Exception processing	View positive pay images and make pay or return decisions
Fraud protection	View ACH Fraud Filter details and make pay or return decisions
Information reporting	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
Letters of credit	View balances, transactions, and funding details
Making deposits	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*

Use the <i>CEO Mobile</i> ® service for	Features
Mobile alerts	Receive notifications about critical transactions or items that need your attention
Managing commercial cards	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
Managing commercial loans	Review and reset rates for expiring term loans
Property management	Maintain insurance certificates and document safety inspections and repairs
Supply chain finance	Vendors and resellers can view detailed information about credit, invoices, recent orders, and payments due
Tokenless authentication	Use our One Time Code service to review and approve important transactions — even when you don't have your token
User access control	Administer and reset passwords, approve dual custody changes, and enable or disable users
Wire transfers	Approve or reject outgoing wires and initiate templated wires

*Requires iOS version 6.1 or above or Android version 4.0 or above.

2. Describe the current requirements for utilization of the Bank's internet banking, including browser type and version, operating system (if applicable), and whether client software and/or dedicated hardware is required.

The following table lists our minimum and recommended hardware and software specifications.

Windows-compatible PCs	Minimum system requirements ¹	Recommended system requirements ¹
Web browser	Microsoft Internet Explorer 9 Mozilla Firefox ² Safari ² (with Mac OS only) Google Chrome ³	Microsoft Internet Explorer 10 Safari ² (Mac OS only) Google Chrome ³
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 7 Mac OS (with Safari)	Windows 7 Windows 8 Windows 8.1
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 are subject to change and may vary for our other online applications. For the most current requirements, access wellsfargo.com/ceoportalsignon/public/SystemReqs.jsp.

²We support all versions of this web browser.

³Specific online applications that support this may vary.

3. Describe any other technology requirements that would be required by the City.

In addition to the technology requirements of our online banking portal, CEO, below please find the requirements necessary to utilize our Desktop Deposit service and “WFED” Wells Fargo Electronic Deposit. As a more general requirement, we will need the time and expertise from the City’s IT staff, as they know the City’s systems. Should Wells Fargo be awarded this contract, their IT team would be included in the weekly meetings and work with our implementation folks in testing files to be sent from the City to Wells Fargo, such as ACH, positive pay, reconciliation issue files, etc., as well as files received from Wells Fargo to ensure a smooth transition for the City.

Desktop deposit service

Service requirements and capabilities

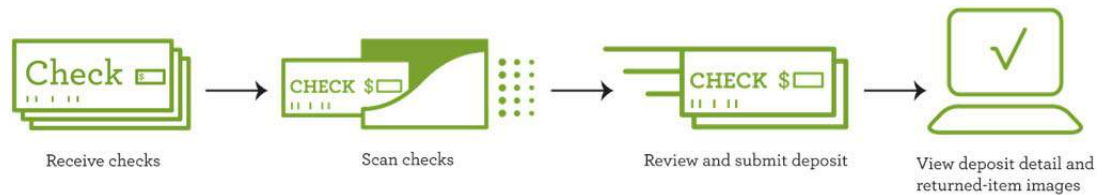
You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 10:00 p.m. ET for same-day ledger credit means faster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

Mobile deposit¹

You can capture images and deposit¹ funds to your Wells Fargo account with the camera of an iPhone², iPad², or Android³. Mobile users, such as on-the-road personnel, can accept customer checks or money orders and deposit them immediately.

¹One check per deposit.

²Requires an iPhone or iPad, running iOS version 6.1 or above.

³Requires an Android OS 4.0 or higher when downloaded from Google Play.

Wells Fargo Electronic Deposit service

Requirements and capabilities

With our image cash letter 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 City.

4. When City staff needs assistance with online banking, will City be able to speak with a designated technical support person? If so, who is this person? How many commercial accounts does this person support?

Yes. Your Dedicated Client Service Officer (CSO), Nicole Nieves will assist you until your issues are resolved. Nicole will take ownership to navigate through any needed solutions, and assist with any problems or issues you encounter, from simple to complex.

We base the number of customers a client service officer supports on the complexity of his or her portfolio, the number of inquiries he or she handles, and the capacity of the individual. A trained backup service officer with knowledge of your organization's needs is readily available.

5. Please provide a direct contact for technology questions in regard to this proposal. This contact should be someone who has specific knowledge of the Bank's technology requirements.

The City may contact your dedicated CSO, Nicole Nieves for general technology questions in regards to your servicing needs. However, specific services may require a specific technology specialist from that area. During implementation, your dedicated Implementation Coordinator will bring in the appropriate technical specialists and post implementation your dedicated CSO or your treasury sales team will bring in the appropriate technical contacts dependent upon the specific need at that time.

Stop payments

1. Stop payment orders will routinely be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone.

You have two ways to submit stop payment orders: online through our Stops-Images-Search service or by including it on your ARP issue file transmission.

With both methods, you can send stop payment requests 24 hours a day, 7 days a week. We'll process them in real time without manual intervention. You can make a request as late as 9:00 p.m. ET and still receive same-day posting.

Telephone initiation

Your dedicated CSO, Nicole Nieves can help the City to initiate a stop payment by telephone and your Relationship Associate, Latosha Wedderburn will be available to the City as needed.

When the County initiates a stop payment order, the Proposer will immediately inform the County electronically if the check has been paid and provide an image of the paid item to the County. If not paid, the Proposer will provide an electronic confirmation of the stop payment.

Our Stops-Images-Search and ARP Register Maintenance services help your staff quickly and efficiently manage disbursement-related activities online.

Stop payments and images of paid checks

Stops-Images-Search gives you a convenient way to research issued* and paid checks, debits, credits, stop payments, or other items that post to your account. You can view paid check images (both front and back) and make, renew, or release stop payments — all online. Images are available for up to seven years.

*If you use our account reconciliation service, you can also see the status of any checks you issued, including if they are still outstanding, or were canceled or voided.

Confirmations page:

The initiate stop confirmation page has three sections:

- New stops lists the account number, account name, check number, amount, expiration date, issue date, and payee.
- Posted items lists the account number, account name, check number, amount, transaction type (always debit or credit), transaction code and description, and posting date.
- Existing stops lists the account number, account name, check number, amount, placement date, expiration date, issue date, and payee

Stop payments shall be effective for a period of not less than twelve months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

During the implementation process, you can elect to use our Stop Renewal service, which lets you extend a stop payment for up to six years (in 12-month increments), predetermine a dollar threshold for automatic stop payment renewal, and limit the number of times a stop payment is automatically renewed. You can also individually renew a stop payment on an as-needed basis online.

Positive pay

- 1. The County currently uses Positive Pay as a fraud prevention service. Please provide information on Proposer's Positive Pay service.**

Wells Fargo offers online Image Positive Pay in conjunction with our Full or Partial Account Reconciliation (ARP) services, or as a standalone service. Our Teller Positive Pay and Payee Validation features offer additional security.

We also offer Reverse Positive Pay for customers who do not wish to send us their issued check information.

Image positive pay

You will send us a transmission of your issued checks or you can manually enter them online. 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. We 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 is the ability to upload manual issued check information or add a paid exception item to your issue file for reconciliation purposes.

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, in conjunction with having a controlled disbursement account, 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 the following day.

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 will make your decisions by 5:00 p.m. ET. The deadline may differ based on your geographic location.

Teller positive pay

There are a number of different ways to minimize the risk of fraud associated with disbursing funds by check; ensuring check verification at the teller window is one of the most important.

Integrated into all of our positive pay service options, teller positive pay gives our tellers online access to your positive pay check-register information, including check dollar amounts and serial numbers. Our tellers will use your register data to validate checks presented for encashment. If you use a positive pay service with payee validation, your payee name information will also be available for tellers to use when validating checks.

Wells Fargo processes your issue files throughout the day, almost as soon as we receive them from you. This ensures that our tellers always have the most current check issue information available.

Payee validation

When making pay and no pay decisions on positive pay exception items, the ability to review payee information can dramatically simplify the process.

With our payee validation service, you'll include payee names in your check issue file, and when your checks are presented for deposit or encashment, we'll validate that the payee name on the presented item matches the payee name on your issue file.

Payee validation is fully integrated with our teller positive pay system, so tellers can access your issued check information, including payee names, before cashing checks. This optional service gives you an extra measure of protection against fraud by ensuring that the payee name on the check has not been altered.

Reports

You want access to your positive pay reports as quickly as possible. Our Image Positive Pay reporting is available to you online and through your mobile device.

With our same day and traditional positive pay services, we exclude MICR errors and misreads from positive pay reports before we provide them to you.

Your staff will access exception reports and view check images, as well as submit your pay and return decisions, through the same online and mobile positive pay modules.

Implementation

1. Provide a copy of all agreements that will be required to initiate the banking services agreement.

All agreements are included within the appendix section of this response.

2. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

We approach implementations as a partnership, and our relationship team will work closely with the City of Riviera Beach through every step of your transition to Wells Fargo.

Your assigned implementation coordinator, Gayle Montgomery will work with internal bank partners and your staff to define and document requirements and determine our approach.

Our implementation team members will meet with the City 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.

Depending on service needs, the City builds transmission files, creates test checks, and completes related tasks. Wells Fargo then builds your services on the product platforms. We will assign a dedicated transmission specialist to help you in the testing of input and output file formats.

Once testing is complete, your agreement is required to move any transmission services into the production environment.

Wells 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 issues and assist you in taking corrective actions.

Training

Your staff can attend live instructor-led online training sessions that explain how to use your new banking services.

Customer service

We ensure that our client service officers understand your account structure and services — from your perspective.

Calls to your dedicated CSO, Nicole Nieves 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.

The implementation lead time represents the length of time it takes to make the service available to the City once your implementation coordinator gathers all of the necessary information from you and any internal sources, and once the City 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 City				
Review and approve forms	The City				
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 City				
NOTE: The implementation time can be shorter (or longer), depending on the products being implemented.					
Account opening – 1 day lead time					
Identify all accounts to be opened	Wells Fargo / the City				
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 City				
Validate setup	Wells Fargo				
ACH direct transmission – 17 days lead time					
Review and confirm services	Wells Fargo / the City				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide file layout specifications	Wells Fargo				
Determine transmission method and issue IDs	Wells Fargo / the City				
Issue transmission ID	Wells Fargo				
Create test file	Wells Fargo / the City				
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 City				
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					
Review and confirm services	Wells Fargo / the City				
Provide file layout specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Create test file	The City				
Perform transmission testing	Wells Fargo / the City				
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					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Review and confirm services Share manual review fee with the City	Wells Fargo / the City				
Share key implementation requirements, guidelines, and video tour	Wells Fargo				
Acknowledge understanding of requirements Request customer limits check stock order Confirm checks are ready to monitor	Wells Fargo / the City				
Set up for production Establish automation to Image Positive Pay	Wells Fargo				
Begin monitoring test checks	Wells Fargo / the City				
Review check stock and monitor issue file for three weeks	Wells Fargo / the City				
Address any issue file corrections	Wells Fargo / the City				
If checks pass three weeks of testing, there is no further follow up	Wells Fargo				
If checks fail testing, the City has 60 days to fix issues [†]	The City				
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>					
Note: The implementation time can be shorter (or longer), depending on ARP transmission testing.					
CEO ACH Fraud Filter: New setup – 3 days Change – 3 days					

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Delete – 2 days					
Review and confirm services	Wells Fargo / the City				
Attend and complete training	The City				
Identify default decisions	The City				
Set up service on ACH platform	Wells Fargo / the City				
Set up optional 30-day review (before considering stop option)	Wells Fargo				
Implement stop option if needed	Wells Fargo				
Note: This service becomes active after users complete training. The City's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe.					
BAI transmission – 21 days lead time					
Review and confirm services	Wells Fargo / the City				
Provide transmission specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Develop capacity to receive and parse BAI file and data	The City				
Perform transmission testing	Wells Fargo / The City				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Monitor first BAI file	Wells Fargo				
Controlled Disbursement – Without an intraday transmission: 6days lead time With an intraday transmission: 30 to 40 days lead time					
Review and confirm services	Wells Fargo / the City				
Assign account numbers	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide MICR specifications and ARP documentation as applicable	Wells Fargo				
If transmission testing is required, testing must be completed before finalizing setup	Wells Fargo / the City				
Provide test checks	the City				
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 City				
Order supplies	Wells Fargo				
Complete and validate setup	Wells Fargo				
Send welcome package	Wells Fargo				
Wells Fargo Electronic DepositSM – 84 days lead time					
Review and confirm services	Wells Fargo / the City				
Establish bank-defined limits	Wells Fargo				
Review and approve forms	the City				
Provide transmission specifications	Wells Fargo				
Issue transmission ID	Wells Fargo				
Send test file	the City				
Provide test results	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Move transmission ID into production	Wells Fargo				
Monitor live files	Wells Fargo				
Validate setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
Image File Import – 14 days lead time					
Review and confirm services	Wells Fargo / the City				
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 City				
Send live files	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implementation time can be shorter (or longer), depending on transmission testing.					
PayCard – 30 days lead time					
Review and confirm services	Wells Fargo / the City				
Provide IP address	the City				
Complete setup forms	Wells Fargo				
Complete setup on CardWiz portal	Wells Fargo – CardWiz				
Send welcome package	Wells Fargo				
Complete training	Wells Fargo / the City				
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 City				
Issue transmission IDs	Wells Fargo				
Implement instructions	Wells Fargo				
Send test file	the City				
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 City				
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 City				
Provide MICR check specifications	Wells Fargo				
Provide test checks	the City				
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</i> Media to an existing account.					
Zero Balance Account – 1 day lead time					
Review and confirm services	Wells Fargo / the City				
Implement zero balance account	Wells Fargo				
Validate first transfer	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Payment Manager – 14 to 42 days lead time					
Review and confirm services	Wells Fargo / the City				
Determine use of manual or automation process and method of transmission	Wells Fargo / the City				
Establish automation connection	the City				
Provide user guides and coordinate training	Wells Fargo				
Develop statement of work	Wells Fargo				
Approve and sign statement of work	the City				
Validate SIT/UAT test files	Wells Fargo / the City				
Add any additional accounts	Wells Fargo				
Move services into production	Wells Fargo				
Transmit and monitor production files	Wells Fargo / the City				
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.

3. What is the lead time required for implementation, based on a start date of May 03, 2015. What are the critical factors that may impact that lead time?

The majority of your services can be completed within a 60 day period. Certain services, such as lockbox may extend to 90 days.

The critical factors that typically impact lead time include the review and testing of coupons being processed at the lockbox, the time it takes to create and test data files, both inbound and outbound and the availability of the City's IT staff.

4. Does the Proposer assign an implementation team? If so, is an Implementation Manager assigned?

Yes. Your Implementation Manager is Gayle Montgomery. Additional details are within item #2 above.

City employees

Presently City employees who utilize direct deposit for payroll distribution are eligible for a checking or a savings account without a monthly service fee, and receive discount on mortgage points and safety deposit boxes. Please identify services that would be offered to City employees. The City has approximately 650 employees. Payroll is processed bi-weekly and will be approximately \$22 million in Fiscal 2015.

Wells Fargo is pleased to offer the City our Wells Fargo At WorkSM program. *Wells Fargo At Work* is an employee benefits program available exclusively for business customers of Wells Fargo at no cost to the City. The 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 money management tools are also available to support the financial well-being of your employees.

Benefits for the City

The *Wells Fargo At Work* program offers benefits to the City, including:

- 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
- Dedicated *Wells Fargo At Work* Relationship Manager to help implement the program and serve as a single point of contact for the City and employees
- Offered at no cost to the City.

Benefits for your employees

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

- An interest-earning checking account when balances are \$500 or greater
- Ways to waive, or receive a discount on, the monthly service fee – including direct deposit of their salaries¹.
- Discounts on personal check orders
- No-fee cashier's checks and personal money orders
- Benefits on mortgages, home equity, and personal loans and lines of credit^{2,3,4}
- Transfer fee discounts on Wells Fargo ExpressSend[®] service^{5,6,7}
- Free access to Wells Fargo Online[®] with Bill Pay
- Convenient link from your company intranet to information about the *Wells Fargo At Work* program.
- Convenient 24 hours a day, 7 days a week access to their money wherever they work or live through approximately 6,200 banking locations and more than 12,000 Wells Fargo ATMs nationwide, plus Wells Fargo Phone BankSM and Wells Fargo Mobile[®] Banking⁸
- Banking on the go with *Wells Fargo Mobile* Banking to check balances, view transactions, make transfers and deposit checks.⁸
- Hands on Banking[®] (handsonbanking.org) — an interactive website with smart account management tools and expert guidance that gives them the knowledge and skills to manage their money to their best advantage
- Online money management tools that help them track spending, create a budget, establish savings goals, and monitor their progress
- Complimentary on-site financial seminars conducted by Wells Fargo on various topics including savings, credit and more (where available and with company permission)
- 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.^{9,10 *}

The legal disclaimer is included within the sample agreements section of the appendix.

Community Reinvestment Act

Detail the manner in which the Bank complies with the Community Reinvestment Act and how the Bank's policies and practices benefit the City of Riviera Beach.

At Wells Fargo, Community Reinvestment is an integral part of our business culture. Wells Fargo has long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.

In its most recent (2008*) Community Reinvestment Act (CRA) examination, the Office of the Comptroller of the Currency (OCC) gave Wells Fargo an overall “Outstanding” rating – the highest rating possible – nationally, and in the State of Arizona, including Pima County. With loan, investment, and service levels reflecting responsiveness to the credit needs of the assessment areas within the state. CRA examinations are not conducted by, nor are exam ratings provided by the OCC at the county level.

*The OCC conducts a CRA examination every four years.

Our most recent CRA performance evaluation is located at the following link:

wellsfargo.com/about/community/wfcra/perf_evaluation

Further details are included within the appendix section of this response.

Additional information

1. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.

We offer images of paid items, deposited items, and returned items through three delivery channels: online, in an image transmission, or on a disk. Wells Fargo maintains images of these items for seven years.

Online

Image retrieval is available as part of our online system, which lets you view, print, and download items. We can provide images through the following services:

Stops-Images-Search

Search for and retrieve images of any paid checks, deposits, debits, credits, or other items posted to your account. Many images are available the same day we process them. All images are available for seven years. Images are immediately available; we deliver older items to you online within 24 hours of the request, although many items are available in as little as five minutes. All images are available for seven years.

Treasury Information Reporting

You can access paid, deposited, and returned check images from the Previous Day Composite, Returned Items, Lockbox, and DDA Cycled Statement reports.

Desktop Deposit®

You can scan documents, and then view images — electronically — of items you deposited.

Returned Item Decisioning

You can view images of returned items for the previous 180 days.

Image Positive Pay

View, print, and save images of positive pay exception items to assist in making pay or return decisions.

Transmission

Image File Import provides a transmission on paid checks, electronically deposited items, returned items, and wholesale and retail lockbox items.

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.

*Not available for Retail Lockbox.

CD or DVD

Our media service provides CDs with up to 30,000 digital images of your paid checks (front and back), and DVDs with up to 120,000. You can also receive your wholesale lockbox images on a DVD.

We deliver disks weekly, monthly, or semi-monthly. You can view your images using our proprietary viewing software, which is password protected and allows you to restrict user access.

2. Provide a holiday schedule for the current year.

2015 U.S. holiday schedule

Holiday	Day observed: 2015
New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
President's Day	Monday, February 16**
Memorial Day	Monday, May 25
Independence Day	Saturday, July 4*
Labor Day	Monday, September 7
Columbus Day	Monday, October 12**
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Christmas Day	Friday, December 25

*For holidays falling on a Saturday, Federal Reserve Banks and branches will be open the preceding Friday.

**Wells Fargo Stores are open, however the Federal Reserve is closed, therefore ACH settlements should not be scheduled on these dates.

3. Include a sample of any service agreements your bank requires.

All service agreements are included within the appendix section of this response.

4. Include samples of a monthly bank statement and analysis statement.

Samples are provided within the appendix section, sample reports tab.

5. In addition to the services described, provide information for optional/other services that the proposer feels may be of interest to the City.

Please refer to Tab A titled, "Enhancements," available for the City's consideration.

Attachment C Pricing Summary

Proposer is required to complete the following pricing list which reflects the estimated requirements of the City and will be one of the determining factors in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is not charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided.

Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
General				
	Account Maintenance - Translated Account			
1	Maintenance - Chextor	6	\$12.00000	\$ 72.00
2	Checks Paid - Translated DDA Checks Paid	874	\$0.08000	\$ 69.92
	Checks Paid - Reject - Translated MICR reject thru			
3	1% (Rejects greated than 1% assessed at \$0.50)	2	\$0.00000	\$ -
	Deposits - Translated to Post Verify Deposit, Store/ Night Drop Deposit, or Misc. Credits Posted	165	\$1.25000	\$ 206.25
	Deposited Items Charged Back - Translated Return			
5	Item chargeback	17	\$7.00000	\$ 119.00
	Items Deposited - Drawn on Bank - Translated			
6	Deposited Checks WF items	185	\$0.08000	\$ 14.80
	Items Deposited - Drawn on In-State Other -			
7	Translated Deposited Checks-Non WF items	1,714	\$0.08000	\$ 137.12
	Items Deposited - Drawn on Other - Translated			
8	Deposited Checks-Non WF items	55	\$0.08000	\$ 4.40
	Remote Deposit - Drawn on Bank - Translated			
9	Desktop Deposit WF Deposit Item	277	\$0.05000	\$ 13.85
	Remote Deposit - Drawn on In-State Other -			
10	Translated Desktop Deposit Non WF Deposit Item	1,885	\$0.05000	\$ 94.25
	Remote Deposit - Drawn on Other - Translated			
11	Desktop Deposit Non WF Deposit Item	1,497	\$0.05000	\$ 74.85
	Remote Deposit - Monthly Maintenance -			
12	Translated Desktop Deposit Monthly Base per account	7	\$35.00000	\$ 245.00
	Remote Deposit - Image Capture - Translated to			
13	Desktop Deposit Report per Item	3,354	\$0.05000	\$ 167.70
	Return Special Instructions - basic - Translated to			
	Return Item Special Instuctions Monthly Base per			
14	Account	1	\$10.00000	\$ 10.00
15	Multiple Statements	1	Not applicable	
	Pre-Printed Individual Deposit Slips Translated			
16	Banking Supplies provided at cost	5	Pass through	
Vault Services				
	Vault - Per Deposit Charge - Translated Cash and			
17	Check (Cash Vault Deposits - Per Deposit Credited)	125	\$2.00000	\$ 250.00
	Vault - Coin and Currency - Translated Cash Vault			
	Currency / Coin Deposited - Please note Wells			
18	Fargo charges on a per \$1 deposited basis	214,504	\$0.00120	\$ 257.40
	Vault - Number of Bills Deposited - Translated Cash			
	Vault Currency / Coin Deposited - Please note			
19	Wells Fargo charges on a per \$1 deposited basis	8,499	\$0.00120	\$ 10.20
	Vault - Deposit Correction - Translated Cash Vault			
20	Deposit - Adjustment	2	\$8.00000	\$ 16.00

Attachment C Pricing Summary

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Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
	Vault - Deposit Items (On Us) - Translated			
21	Deposited Checks WF items	5	\$0.08000	\$ 0.40
	Vault - Deposit Items (In State) - Translated			
22	Deposited Checks-Non WF items	21	\$0.08000	\$ 1.68
	Vault - Deposit Items (Out of State) - Translated			
23	Deposited Checks-Non WF items	15	\$0.08000	\$ 1.20
24	Vault - Number of Straps Deposited	6	Not applicable	
25	Vault - Loose Bills Deposited	7,800	Not applicable	
	Vault - Change Order Non-Standard - Translate			
26	Change Order - Cash Vault Only - Via CEO	3	\$4.00000	\$ 12.00
	Vault - Currency Sales - Translated Currency			
27	Furnished via vault - per \$1 furnished	1,291	\$0.00130	\$ 1.68
	Vault - Coin Roll Sales - Translated Cash Vault coin			
28	furnished rolled	70	\$0.12000	\$ 8.40
	ACH			
	ACH Maintenance - Translated ACH monthly base			
29	per ACH Company ID	2	\$30.00000	\$ 60.00
	ACH File Processed - Translated ACH transmission			
30	charge	2	\$10.00000	\$ 20.00
	ACH Credits - Translated Electronic Credits Posted			
31	(ACH/Wire)	70	\$0.20000	\$ 14.00
	ACH Debits - Translated Debits Posted (ACH/Wire)			
32	ACH Items Originated - Translated ACH Two Day,	7	\$0.16000	\$ 1.12
33	One Day, Same Day per item	1,340	\$0.05000	\$ 67.00
	ACH Account Block Filter Service -Translated ACH			
33	CEO Fraud Filter Review/Stop Monthly Base	2	\$20.00000	\$ 40.00
34	ACH Account Block Reports	2	Not applicable	
	Web/EDI Services			
	Web/EDI Monthly Maintenance - Translated CEO			
35	EDI Payment Detail Subscription - Per account	1	\$50.00000	\$ 50.00
	Web/EDI Per Item Fee - Translated CEO EDI			
36	Payment Detail Subscription - Per Item	58	\$0.20000	\$ 11.60
	Reconcilements			
	Paid List Reconciliation Maintenance - Translated			
37	Full Reconciliation monthly base per account	2	\$60.00000	\$ 120.00
	Paid List Reconciliation Items - Translated Full			
38	Reconciliation per item	800	\$0.05000	\$ 40.00
	Reconciliation File Transmission - Translated ARP			
39	Output transmission	2	\$10.00000	\$ 20.00
	CD-ROM Maintenance - Translated to WellsImage			
40	Paid Check Monthly Base per CD-ROM	1	\$25.00000	\$ 25.00
	CD-ROM Items - Translated to WellsImage Paid			
41	Check per item	775	\$0.01000	\$ 7.75
	CD-ROM Disk - Translated to WellsImage Paid			
42	Check per CD	1	\$25.00000	\$ 25.00

Attachment C

Pricing Summary

Proposer is required to complete the following pricing list which reflects the estimated requirements of the City and will be one of the determining factors in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is not charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided.

Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
43	CD-ROM Multiple Account Fee	1	Not applicable	
	Positive Pay Maintenance w/Reconciliation - Translated Positive Pay monthly base per ARP			
44	account	2	\$20.00000 \$	40.00
	Positive Pay/Payee - Items w/ Reconciliation -			
45	Translated Payee Validation standard per item	775	\$0.02000 \$	15.50
46	Postive Pay Issue File	12	Not applicable	
Cash Management Services				
	Master Account Maintenance - Translated Zero			
47	Balance Master Account Maintenance per account	1	\$25.00000 \$	25.00
	Account Maintenance - Translated Zero Balance			
48	Monthly Base (Per Sub Account fee)	3	\$10.00000 \$	30.00
Wire Transfers				
49	Funds- Transfer Book		Not applicable	
50	Funds - Transfer Non-Repetitive		Not applicable	
	Outgoing Repetitive - Translated Wire-Outgoing			
51	Domestic-CEO	15	\$11.00000 \$	165.00
52	Incoming Wire - Translated Incoming Wire	12	\$9.00000 \$	108.00
	Book Transfer - Translated Wire-Outgoing			
53	Domestic-CEO		\$11.00000 \$	-
	Outgoing Non-Repetitive - Translated Wire-			
54	Outgoing Domestic-CEO		\$11.00000 \$	-
Sweep				
	Investment Management - Translated Sweep			
55	Service - Monthly Maintenance - Per Account	1	\$100.00000 \$	100.00
Information Services				
	Paid Account Maintenance - Translated CEO			
	Previous Day Subscription Monthly Base per			
56	account	6	\$20.00000 \$	120.00
	Account Transfer - Translated Wire-Book Transfer-			
	CEO online banking (Please note these are internal			
57	account transfers between City accounts only)	2	\$3.00000 \$	6.00
	Image Retrieval - Translated Online Image Viewed			
	< or > 90 days - deposited items & paid checks -			
58	Per Item viewed	189	\$0.01000 \$	1.89
59	Client ID	1	Not Applicable	
	Loaded Items - Translated CEO Previous Day Item			
60	Loaded	1,479	\$0.05000 \$	73.95
61	Stop Payment Maintenance	6	Not Applicable	
	Stop Payments - Translated to Stop Payment-			
62	Online via CEO per stop	45	\$8.00000 \$	360.00

Changed from 45 to 1

Changed from 25 to 3

Attachment C

Pricing Summary

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Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
	Lockbox			
	Lockbox Maintenance - Translated Wholetail			
63	Lockbox Monthly base per PO Box	1	\$150.00000	\$ 150.00
	Lockbox Full Items - Translated Wholetail Total			
64	Payments Processed per item	1,950	\$0.20000	\$ 390.00
	Lockbox Partial Items - Translated Wholetail			
65	Scannables Partial Payments	450	\$0.20000	\$ 90.00
	Lockbox Multi-Balanced - Translated Wholetail			
66	Lockbox Scannables Multis	305	\$0.20000	\$ 61.00
	Lockbox Multi -Unbalanced - Translated Wholetail			
67	Lockbox Scannables Multis	130	\$0.20000	\$ 26.00
	Lockbox Deposits - Translated Wholetail Lockbox			
68	Daily Deposit Cut	35	\$1.00000	\$ 35.00
	Lockbox Exceptions - Translated Wholetail Lockbox			
69	Standard Item Processed Non Scannables	73	\$0.30000	\$ 21.90
	Lockbox Data Transmission - Translated Wholetail			
70	Lockbox Transmission Monthly Base	1	\$150.00000	\$ 150.00
	MICR Repair - Translated Wholetail Lockbox MICR			
71	Capture Per Line Non Scan	761	\$0.01500	\$ 11.42
	OCR Repair - Translated Wholetail Lockbox			
72	Document Scanned - Non Scannable	198	\$0.07000	\$ 13.86
73	Check & List	1,088	\$0.01500	\$ 16.32
	Lockbox Checks only with Photocopy - Translated			
74	Wholetail Lockbox Check/ Image Photo Non Scan	21	\$0.20000	\$ 4.20
	Lockbox Exception Item Image - Translated			
75	Wholetail Lockbox Online Decision Items Reject	56	\$0.15000	\$ 8.40
	Image Maintenance Fee - Translated Web Image			
76	Reporting Monthly Base	1	\$0.00000	\$ -
	Lockbox Page Scan - Translated to Wholetail			
77	Lockbox Document Scanned	134	\$0.05000	\$ 6.70
	Lockbox - Per Check Imaged - Translated to			
78	Wholetail Lockbox Document Scanned	2,332	\$0.05000	\$ 116.60
	Lockbox - OCR Coupon Imaged - Translated to			
79	Wholetail Lockbox Document Scanned	2,371	\$0.05000	\$ 118.55
	Lockbox - Per Envelope Imaged - Translated to			
80	Wholetail Lockbox Document Scanned	1	\$0.05000	\$ 0.05
	Lockbox - Deposit Summary E-Mail - Translated to			
	Wholetail Lockbox Secure Email Notify Monthly			
81	Base	1	\$50.00000	\$ 50.00
	Lockbox - Package Prep - Translated Wholetail			
82	Lockbox Non Truncate package prep monthly base	1	\$20.00000	\$ 20.00

Attachment C Pricing Summary

Proposer is required to complete the following pricing list which reflects the estimated requirements of the City and will be one of the determining factors in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is not charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided.

Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
Additional / Optional Services				
RECOUPMENT				
	Recoupment Monthly (Wells Fargo Bank, N.A. will pass through the Recoupment Fee. The Recoupment Fee is assessed per \$1,000 in Average Ledger Balance in your interest bearing and non-interest bearing accounts.) per \$1,000			\$0.12750
RETURNED ITEM SERVICES				
	RETURN ITEM SPECIAL INSTRUCTIONS		Transaction	\$0.25000
	RETURN ITEM REDEPOSITED		Transaction	\$5.00000
GENERAL ACH SERVICES				
	ACH CEO SUBSCRIPTION - ACCOUNT			\$0.00000
	ACH CEO SUBSCRIPTION - ITEM		Item accessed	\$0.00000
	ACH CEO RETURN SUBSCRIPTION - ITEM		Item accessed	\$0.00000
	ACH CEO RETURN SUBSCRIPTION-ACCOUNT			\$0.00000
	ACH RET ITEM-INFO REPORTING ADVICE		Transaction	\$1.00000
	ACH DELETE - ITEM		Delete	\$10.00000
	ACH CEO FRAUD FILTER STOP - ITEM		Transaction filtered	\$2.00000
	ACH NOC - INFO REPORTING ADVICE		Transaction	\$2.00000
	ACH DELETE/REVERSE - BATCH/FILE		Batch/file	\$20.00000
EDI PAYMENT SERVICES				
	CEO EDI PMT DETAIL - ADDENDA ITEM		Addenda record ac	\$0.18000
PAPER DISBURSEMENT SERVICES				
	STOP PAYMENT - AUTO RENEWAL		Stop payment	\$0.00000
	POSITIVE PAY EXCEPTION - CEO IMAGE		Image retrieved	\$1.00000
	MICR CHECK REJECTS >1% THROUGH 2%		Reject	\$0.50000
	MICR CHECK REJECTS OVER 2%		Reject	\$0.50000
	ARP ITEM PAID NO ISSUE INFO-ITEM		Check paid	\$0.00000
	DESKTOP DEPOSIT IMAGES RETRIEVED		Image	\$0.10000
	POS PAY CHECK VERIFICATION CALL		Call	\$5.00000
	POSITIVE PAY EXCEPTION CHECKS RETND		Check returned	\$5.00000
PAPER DISBURSEMENT RECON SERVICES				
	CEO REGISTER INPUT - ITEM		Check issued	\$0.05000
	ARP AGED ISSUE RECORDS ON FILE-ITEM		Record	\$0.00000
	ARP OPTIONAL REPORTS		Report	\$2.00000
	CEO ARP STMT & RPTS MONTHLY BASE		account	\$0.00000
	OUTGOING TRANSMISSION - PER ITEM		Item reported	\$0.01000
	POSITIVE PAY EXCEPTIONS - ITEM		Exception	\$2.00000
WIRE & OTHER FUNDS TRANSFER SERVICE				
	WIRE DETAIL RPT SUBSCRIPTION-ACCT			\$20.00000
	WIRE DETAIL RPT SUBSCRIPTION-ITEM		Item accessed	\$1.00000
	WIRE INVESTIGATION		Investigation	\$65.00000
	WIRE OUT REPAIR SURCHARGE		Exception	\$9.00000

Attachment C

Pricing Summary

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Specific Charges for Service Method Account Transactions (Quantities Estimated)				
ITEM NO.	DESCRIPTION OF SERVICES	(A) ESTIMATED MONTHLY # OF UNITS	(B) UNIT COST	(A) x (B) MONTHLY COST
	LOCKBOX SERVICES			
	LOCKBOX CEO SUBSCRIPTION MTHLY BASE			\$20.00000
	LOCKBOX CEO SUBSCRIPTION PER ITEM		Item accessed	\$0.01000
	WTLBX ONLINE DECISION MTHLY BASE		Lockbox	\$75.00000
	WTLBX CHECKS		Check	\$0.00000
	WTLBX EXCESSIVE CHECK SURCHARGE		Transaction	\$0.00000
	WTLBX REMIT PROCESSED CASH		Transaction	\$9.00000
	WTLBX MICR DATA CAPTURE		Transaction	\$0.06000
	WTLBX MICR CAP PER LINE NON SCAN		Transaction	\$0.01500
	WTLBX MULTIPLE PAYEE 10-39		Remittance	\$0.07000
	WTLBX CORRESPONDENCE / REJECTS		Envelope	\$0.25000
	WTLBX ONLINE DECISION EXCEPTN POST		Transaction	\$0.10000
	WHTL 90 DAY B/W IMAGE		Image archived	\$0.00000
	WTLBX 7 YEAR B/W IMAGE ARCHIVE		Image	\$0.03500
	WTLBX CHECK/IMAGE PHOTO NON SCAN		Photocopy	\$0.20000
	WTLBX POST OFFICE RETURNED MAIL		Transaction	\$2.00000
	WTLBX RESTRICTIVE / SPEC PROCESSING		Transaction	\$0.35000
	WTLBX DUPLICATE OR CUSTOM REPORT		Report	\$10.00000
	Desktop Deposit Credit Posted per electronic deposit		per deposit	0.20000
	Desktop Deposit Discretionary Data - Per Field		per field	0.01000
	Event Messaging - Email (event messaging is a module within our Commercial Electronic Officer whereby the City authorized users can set themselves up to receive emails to notify them of a variety of activities such as positive pay exceptions, return items, adjustments, incoming wires, ACHs, etc.)		per item	0.00000
	Event Messaging - Text (event messaging is a module within our Commercial Electronic Officer whereby the City authorized users can set themselves up to receive emails to notify them of a variety of activities such as positive pay exceptions, return items, adjustments, incoming wires, ACHs, etc.) - Notifying customers of return items		per item	0.00000
	Event Messaging - Fax (event messaging is a module within our Commercial Electronic Officer whereby the City authorized users can set themselves up to receive emails to notify them of a variety of activities such as positive pay exceptions, return items, adjustments, incoming wires, ACHs, etc.) - Notifying customers via facsimile		per item	0.00000
	CEO RETN ITEM SUBSCRIPTION PER ACCT		monthly	0.00000
	CEO RETN ITEM SUBSCRIPTION PER ITEM		per item	0.00000
	CEO RETN ITEM SUBSCRIPTION OPT DETL		per item	0.00000
	CEO RETURN ITEM RETRIEVAL-IMAGE		per item	0.75000
	Cash Vault - Monthly Maintenance		monthly	10.0000
	Cash Vault Coin Dep - Partial / Mix Bag		per deposit	5.0000
	Change Order - Cash Vault or Store - Via phone		per order	3.0000
	Cash Vault Deposit Report - Email		per report	20.0000
	Negative Collected Funds		occasion	Prime + 3%

Attachment C

Pricing Summary

Proposer is required to complete the following pricing list which reflects the estimated requirements of the City and will be one of the determining factors in evaluating the cost of services. These services will be required at the start of the contract. Indicate N/C if there is not charge for an item. If Proposer wishes to incorporate additional service items, please use blanks provided.

Specific Charges for Service Method Account Transactions (Quantities Estimated)

ITEM NO.	DESCRIPTION OF SERVICES	(A)	(B)	(A) x (B)
		ESTIMATED MONTHLY # OF UNITS	UNIT COST	MONTHLY COST
	Overdraft Charge - Paid Item - Per item		per item	15.0000
	Overdraft Charge - Returned Item - Per item		per item	15.0000
	Positive Pay Exception - CEO Image		per item	1.0000
	ACH Originated - Addenda Rec - Per Item		per item	0.0200
	ACH Receive - Per Item		per item	0.0000
	Wire In Repair Surcharge		per item	9.0000
	Wire Out Domestic Voice Repetitive		per item	15
	CEO - Search		per item search	0.0000
	Stop Payment - Operator Assisted - phone in stops		per item	25.0000
	CEO - Intraday - Per Item		per item	0.0200
	Electronic Window Extended Storage - Per Item (provides for 90/120 day storage on current & previous day items)		per item	0.0100
	Payment Authorization Service - Per Account / Per Month		per account/ monthly	15.0000

Wells Fargo is offering a \$1,500.00 credit to be utilized toward analysis fees, supply fees and implementation and setup fees for the implementation of new services.

Please note that we have not included pricing for the proposed new services at this time. In order to provide accurate pricing, it is necessary to have detailed discussions around each of these solutions.

Pricing for new services utilized will be negotiated separately.

Balances and ECR may also be applied against Balance Based Setup Charges.

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Wells Fargo Bank, N.A. will allocate a fee to recover the cost of deposit insurance premiums. The Recoupment Fee is assessed on the Average Ledger Balance in your interest bearing and non-interest bearing accounts.

ATTACHMENT B

REFERENCES FOR GOVERNMENT CLIENTS

PROPOSER: Wells Fargo Bank, N.A.

List references for similar services provided within the last three (3) years:

(1) Name of Company: City of Hollywood

Address: 2600 Hollywood Blvd., Room 103 - Hollywood, FL 33020

Contact Name and Title: Treasurer- Shawn Burgess

Contact Phone: 954-921-3232

Contact Fax: 954-921-3056

Contact Email: sburgess@hollywoodfl.org

Date Contract Began: February 23rd, 1994

Length of Contract Term: March of 2018

(2) Name of Company: Seacoast Utility Authority

Address: 4200 Hood Road - Palm Beach Gardens, FL 33410

Contact Name and Title: Finance Department Manager – Daniela Russell

Contact Phone: 561-627-2900

Contact Fax: 561-624-2839

Contact Email: drussell@sua.com

Date Contract Began: January 1st, 1982

Length of Contract Term:
December of 2017

(3) Name of Company: City of Vero Beach

Address: 1053 20th Place – Vero Beach, FL 32961

Contact Name and Title: Finance Director – Cindy Lawson

Contact Phone: 772-978-4770

Contact Fax: 772-562-3699

Contact Email: clawson@covb.org

Date Contract Began: February 1, 1974

Length of Contract Term:
At Convenience

**ATTACHMENT D
REPRESENTATIONS AND DISCLOSURES**

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

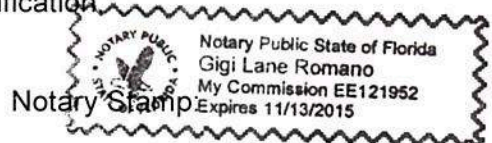
I am an officer of the Bank, named below, submitting its qualifications under an RFP and I am authorized to make the following Representations and Disclosures on behalf of the Bank. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Bank agrees that its proposal may become part of any contract entered into between the City and the Bank.
2. There are no actual, apparent or potential conflicts of interest with Bank or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Proposal of Bank's Proposal is made without connection with any persons, company or party making another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Bank has not filed for bankruptcy in the past five (5) years.
5. Neither Bank nor any of Bank's principals have been convicted of or indicted for a felony or fraud.
6. Bank and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bank, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or Bank, other than a bona fide employee working solely for Bank, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Bank certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Bank's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Bank certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify and affirm that to the best of my knowledge and belief, the above 9 statements are true.

Bank: WELLS FARGO BANK N.A.
Officer's Name: W. DANE SHELTON Title: SENIOR VICE PRESIDENT
Signature: [Signature]
BANKED AND SIGNED before me this 27th day of FEBRUARY, 2011 2015
by Dane Sheldon (name) as SVP (title) of
Wells Fargo Bank, N.A. (Bank Bank), and who is personally known to me
or produced _____ as identification

[Signature]
Notary Public



In the event Bank cannot execute this form as drafted, Bank may substitute a similar Representations and Disclosure certifying to the facts applicable to the Bank.

**ATTACHMENT E
BANK'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Banks, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain Bank for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Bank/business as its act and deed and that the Bank/business is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, Bank or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City or of any other Bank interested in said proposal; and that the undersigned executed this Bank's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

WELLS FARGO BANK N.A.
NAME OF BUSINESS

dane.sheldon@wellsfargo.com
E-MAIL ADDRESS

BY:
Dane Sheldon
SIGNATURE

Sworn to and subscribed before me this 27
day of FEBRUARY, 2015.

W. DANE SHELDON, SUP
PRINTED NAME AND TITLE

Gigi Lane Romano
SIGNATURE OF NOTARY

450 SOUTH AUSTRALIAN AVE.
MAILING ADDRESS

MY COMMISSION EXPIRES: 11/13/2015

WEST PALM BEACH, FL 33401
City, STATE, ZIP CODE

PERSONALLY KNOWN ☒

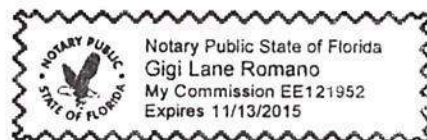
561-650-2364
TELEPHONE NUMBER

OR PRODUCED

IDENTIFICATION _____

561-650-2367
FAX NUMBER

TYPE: _____



ATTACHMENT F
NON-COLLUSION AFFIDAVIT

I state that I am SENIOR VICE PRESIDENT of WELLS FARGO BANK N.A.

(Title)

(Name of Bank)

and that I am authorized to make this AFFIDAVIT on behalf of my Bank, and its owners, directors, and officers. I am the person responsible in my Bank for the price(s) and the amount of this proposal.

I state that:

(1) The budgets shown in this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, responder, or potential responder to this Request for Proposal (RFP).

(2) Neither the price(s) nor the amount of the proposal, and neither the approximate budgets nor approximate amounts in this proposal, have been disclosed to any other Bank or person who is a responder or potential responder to this RFP, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any Bank or person to refrain from responding to this RFP, or to induce them to submit a budget that is higher than the budget in this proposal, or to submit any intentionally high or noncompetitive proposal or other form of non-responsive proposal.

(4) The proposal and budget prepared by my Bank is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Bank or person to submit a complementary or other noncompetitive proposal.

(5) Vendor shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) ©, Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

(6) WELLS FARGO BANK, N.A., it's affiliated, subsidiaries, officers, directors, and

(Name of Bank)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that WELLS FARGO BANK, U.A. understands and acknowledges that the (Name of Bank)

above representations are material and important, and will be relied on by the City of Riviera Beach in awarding the contract(s) for which this proposal is submitted. I understand and my Bank understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Riviera Beach of the true facts relating to the submission of proposals for this contract.

W. Dane Sheldon

Signature

W. DANE SHELDON, SVP

(Print Name and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 27th DAY
OF February, 2015

Gigi Lane Romano
(Notary Public)



My Commission Expires 11/13/2015

ATTACHMENT G
INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific consideration to Proposer for the indemnification to be provided under the Contract. The Proposer shall indemnify and hold harmless the City Commission, the City of Riviera Beach, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes.

Proposer's Name _____ Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
2015, by _____, who is (who are) personally known to me or
who has produced _____ as identification and who did (did not) take an
oath.

Notary Public Signature

SEE ATTACHED.

Notary Name, Printed, Typed or Stamped

Commission Number: _____



Attachment G – Indemnification Clause

Wells Fargo will provide an appropriate indemnity for claims and losses directly resulting from the negligence or willful misconduct of its officers, directors, employees, agents, subcontractors and assigns in connection with providing the services contemplated under the RFP. Wells Fargo believes that each party should be responsible to the other party for claims and losses directly resulting from the negligent or intentional acts and omissions of their respective officers, directors, employees, agents and assigns taking into consideration the principles of comparative fault. Further, Wells Fargo believes that neither party should be responsible for any indirect, special, consequential or punitive damages. We understand the importance of this requirement and, upon the award of business to Wells Fargo, will discuss and negotiate the indemnity based on the parameters set forth herein.



**ATTACHMENT H
DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by W. DANE SHELTON the
(INDIVIDUAL'S NAME)

SVP of WELLS FARGO BANK, N.A.
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

W. Dane Sheldon

SIGNATURE

2/27/2015

DATE

ATTACHMENT I
City OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a Bank, supplier, sub Bank, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

WELLS FARGO BANK, N.A.
Bank Name

W. Dave Sheldon
Signature

W. DAVE SHELDON, SVP
Name & Title (Print or Type)

ATTACHMENT K
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Riviera Beach

by W. DAVE SHELTON, SUP
(Print Individual's Name and Title)

for WELLS FARGO BANK, N.A.
(Print Name of Entity Submitting Sworn Statement)

whose business is BANKING

and (if applicable) its Federal Employer Identification Number (FEIN) is 94-1347393

2. 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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 of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" 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.

5. 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 a binding contract and which bids or applies to bid on contracts for the provisions 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the

entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 this 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 PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

W. Dane Shulaker
(Signature)

Sworn and subscribed before me this 27th day of FEBRUARY, 2014.

Personally known ✓

A. L. Lamer

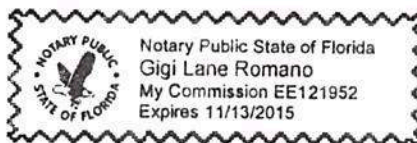
(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 11/13/2015



**ATTACHMENT J
TRUTH IN NEGOTIATIONS CERTIFICATE**

This is to certify that, to best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or the Contracting Officer's representative in support of RFP NO. 503-15

2/27/2015 *

are accurate, complete, and current as of 2/27/2015 **

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between Bank and the City that are part of the proposal.

BANK: WELLS FARGO BANK, U.A.

SIGNATURE: W. Dave Sheldon

NAME: W. DAVE SHELDON

TITLE: SENIOR VICE PRESIDENT

DATE: 2/27/2015 ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

MWDSBE – Response

Wells Fargo & Company is a publicly traded company (NYSE: WFC). Supplier Diversity is Wells Fargo's company-wide commitment to provide all qualified companies with competitive access to opportunities to provide us with goods and services. Because diversity is one of our core operating values, our goal is to have a supplier base that reflects the diversity of our team members, customers, and communities. To achieve this goal, Wells Fargo proactively seeks qualified suppliers that are minority-owned, woman-owned, disadvantage-owned and small business-owned enterprises (MWDSBEs).

Wells Fargo will use existing diverse suppliers in our general business operations throughout the duration of this proposed contract and beyond. While there is no expectation of direct sub-contracting opportunities for this contract, any such opportunities would be sourced with an effort to maximize diverse supplier utilization.

Wells Fargo will offer MWDSBEs the opportunity to provide goods and services, and will make every effort to ensure that an amount greater than or equal to 10% of the organization's controllable expenditures are spent with MWDSBEs. Wells Fargo has a corporate goal to spend 10 percent annually with certified minority, women, disadvantaged and small business enterprises.

Wells Fargo will recognize and accept any referral of MWDSBEs businesses that are certified by the entities listed in this agreement to be considered for opportunities with Wells Fargo.

Wells Fargo tracks the utilization of diverse owned companies at the enterprise level. Due to contractual confidentiality clauses, we do not provide vendor information. Many of our vendors are customers of Wells Fargo. Due to the nature of our business, we do not disclose/share customer data.

NOTICE

ADDENDUM NO. ONE (1)

February 20, 2015

**CITY OF RIVIERA BEACH
RFP NO. 503-15
BANKING SERVICES**

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

GENERAL INFORMATION:

- I. CHANGE: OPENING DATE AND TIME FROM TUESDAY, MARCH 03, 2015 AT 3:30 PM TO TUESDAY, MARCH 10 2015 AT 3:30 PM.**

SPECIFICATIONS:

- I. REQUEST FOR INFORMATION (RFI) PLEASE SEE ATTACHED DOCUMENTS.**

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Thursday, March 10, 2015 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

WELLS FARGO BANK
NAME OF COMPANY

DATE: 2/27/2015

W. Dane Sullivan
BIDDER'S SIGNATURE

NOTICE

ADDENDUM NO. TWO (2)

MARCH 03, 2015

**CITY OF RIVIERA BEACH
RFQ NO. 503-15
BANKING SERVICES**

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO PROPOSAL DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and supplant corresponding items in the above subject proposal as follows:

SPECIFICATIONS:

I. REQUEST FOR INFORMATION (RFI) PLEASE SEE ATTACHED DOCUMENTS.

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at 3:30 p.m., Thursday, March 10, 2015 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this PROPOSAL, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

WELLS FARGO BANK, N.A.
NAME OF COMPANY

DATE: 3/4/2015

W. Dane Sullivan
BIDDER'S SIGNATURE

Appendix

Tab A. Enhancements for the City to consider

Tab B. Qualified public funds depository certificate and business tax receipt

Tab C. Proof of insurance

Tab D. Community reinvestment act

Tab E. Investment solutions

Tab F. Legal suggestions

Tab G. Sample reports

Tab H. Sample agreements

Enhancement solutions available for consideration

E-Bill Express

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 organization's 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.

Electronic Lockbox (E-Box)

E-Box service

Online bill payments are a convenient, simple, and paperless way for your customers to pay you. The multistep validation and handling features of our *E-Box* service help minimize exceptions while maximizing your straight-through processing rate.

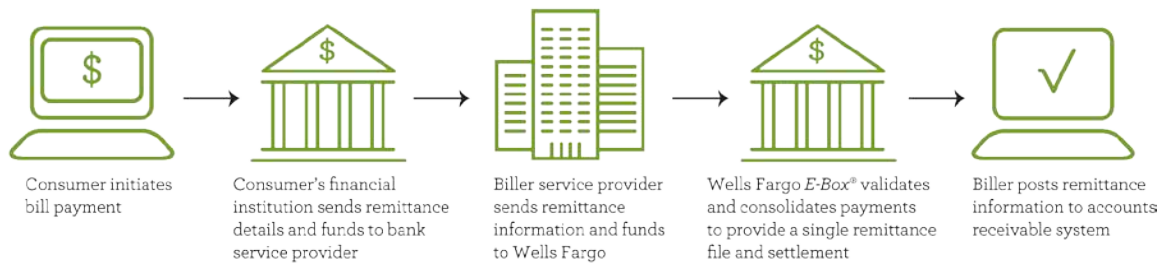
You can post payments automatically. We'll merge your customer's online bill payment data, apply additional data transformations, and generate a consolidated data file that is compatible with your accounts receivable system.

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.



Multistep 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 City 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 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.

*Applies to credit card billers.

Exception handling

You can manage your electronic payment transactions and perform research using our online exception management service.

Manage payments

Using our online 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 custody

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.

Image File Import

Our Image File Import service is a part of the suite of image delivery services that makes check images available online, on a CD-ROM or DVD, or in a transmitted file.

If the City is currently receiving your paid check images on a CD-ROM or DVD may find a file transmission more convenient than physical media delivered weekly or monthly.

With the *WellsImage* Viewer software, the bank can provide the City with an internal image archive and viewer that is compatible with your Image File Import paid check and Image File Import Wholesale Lockbox files. Further, file transmissions can be fully automated.

The Image File Import service delivery channel provides you with a transmission of check images and associated index information through our secure transmission platform.

Paid checks, electronically deposited items, returned items and third party drafts are available through the Image File Import service.

Image files are available through a secure bank transmission for downloading.

Availability

File type	Availability	
Paid Checks	Standard delivery - Daily	8:00 a.m., ET two days after posting Monthly, semi-monthly, and weekly also available*

File type	Availability	
	Premium delivery -	11:00 am. ET one day after posting Monthly, semi-monthly, and weekly also available*
Electronic Deposits	Daily	12:00 pm. ET one day after posting Monthly, semi-monthly, and weekly also available*
Returned Items	Daily	7:00 am. ET one day after posting Monthly, semi-monthly, and weekly also available*
Third Party Drafts	Intraday	6:30 a.m., ET. Same day

* limit of 3,000 checks per cycle

Invoice Manager

The Wells Fargo Invoice Manager service seeks to automate the flow of invoice data from the vendor, if possible, and from the point of receipt through the approval process — ultimately to the City's Accounts Payable unit. Using our *Payment Manager* platform, payments — whether by check or electronic means — are created in a timely, efficient, and secure manner.

The transformation of the accounts payable (A/P) process begins with the electronification of invoices as early in the receipt process as possible. Once invoices are received electronically, the entire A/P process becomes more efficient through robust workflow and routing, proactive reporting and controls, automatic payment (paper and electronic), and vendor collaboration. Our Invoice Manager service can help the City transform the procure to pay cycle by:

- Offering flexible options to automate the receipt of vendor invoices, specifically by providing a web interface for invoice entry and faxing of invoices from vendor or various locations
- Routing invoice data into A/P systems and processes
- Facilitating PO Matching, as applicable

Invoice Manager is a fully integrated system that permits:

- Routing and adjusting invoices online or in an ERP system, as needed
- Delivering electronic payment and remittance information back to vendors

The Invoice Manager service delivers a cost effective and flexible method that transforms the procure to pay process into an efficient, paperless process. This functionality leverages existing systems where appropriate, and automates those manual processes that could negatively impact the efficiency of accounts payable.

The Invoice Manager solution provides all of the benefits of A/P outsourcing without the risk and loss of control. Our program is a solution that you can wrap around your core A/P functions, providing insulation from the challenges of vendor enablement and allowing for electronic payment wherever possible. The ultimate goal is to reduce the direct expense budget while providing the basis for more advantageous vendor trade terms.

Finally, the Supplier Enablement Program provides a methodology for electronically enabling the City's entire vendor base. The flexible options offered by Wells Fargo, coupled with our consultative approach, support the natural network effect that the consolidation model fosters. Wells Fargo can expedite the receipt of invoices electronically from vendors through a choice of options ranging from web entry and electronic file delivery to email and fax.

We provide a delivery model and deployment methodology to meet your unique time, budget, and expertise requirements through flexible delivery models, specialized teams, and proven methodologies based on best practices from leading projects. In addition, we serve as your single point of contact and guide you with expert advice throughout the implementation.

Our hybrid delivery model combines a consultative approach with expert IT resources. The goal of this hybrid model is to create more value for our customers by:

- Increasing the quality through accumulated intellectual property and best practices
- Developing the most efficient processes for on-time delivery
- Implementing repeatable and reusable components that are proven and tested
- Increasing scalability and responsiveness through a combination of onsite, near shore and offshore resources

The On Demand deployment methodology allows Wells Fargo to successfully deploy customer solutions within a standard timeframe which allows customers to quickly achieve results. When deploying multiple solutions, Wells Fargo and the City will need to determine the scope and breadth of the deployment to accurately establish project plans.

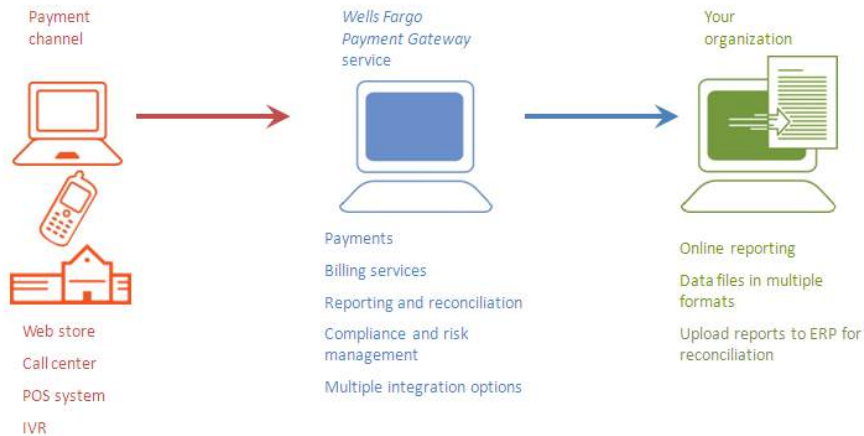
Merchant Services and Payment Gateway

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 over 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 City’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.

Platform	Eastern	Central	Mountain	Pacific
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 11:00a.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 City 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 City 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 City 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.

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.

We would like to have further discussion with you to determine what your future goals and volumes for card acceptance may be. At that time, we will be able to provide you with a detailed merchant pricing proposal.

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 City's request for proposal for banking services. Should the City 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 City and Wells Fargo Merchant Services, should you choose us as your merchant services provider.

Wells Fargo Merchant Services Program Guide:

<http://www.wellsfargo.com/downloads/pdf/biz/merchant/program-guide-gov.pdf>

Payment Authorization Max

Our Payment Authorization services is a feature of the Demand Deposit account that enables the City to prevent unauthorized checks from being processed on your account.

Types of authorization

- **Maximum Check Amount**- allows the City to determine the maximum dollar amount, from \$0 to \$100,000, authorized for any checks drawn against your account. By establishing a maximum, any check posted over the maximum amount will be returned by Wells Fargo to the depositor or endorser marked "Return to Maker." It's an easy way to protect the City and the bank against fraudulent issuance of checks. The City receives notice on your bank statement or through Treasury Information Reporting that a check drawn on your account has been reversed. This feature is available for items received by the Wells Fargo teller network or from other depository banks.

It is recommended that the Dollar Authorized limit not exceed \$100,000. If the City is opening an account that is used for deposits only, electronic transactions only, or no checks are to be written against the account, a \$0 limit is strongly recommended.

- **Maximum Check Cashing Amount**- allows the City to determine the maximum dollar amount that can be cash paid through the Wells Fargo teller network. If the Payee presents an item over that dollar amount, the teller will not be able to cash the item. They will be able to accept the item as a deposit to the Payee's Wells Fargo account. This feature is available for those items receive through the Wells Fargo teller network ONLY.
- **Maximum Over-the-Counter Amount**- allows the City to determine the maximum dollar amount that can be debited through the Wells Fargo teller network. (a common transaction would be a change order request.) If the Requestor asks to withdrawal an amount over the dollar amount, the teller will not honor the request. This feature is available for those requests received through the Wells Fargo teller network ONLY.

- **Checks to Individuals**- allows the City to determine if Payees of your checks can be individuals verses business names. Some companies preclude their AP system from generating payments to individuals. If a Payee presents a check made payable to an individual, the teller will not honor the request for encashment. This feature is available for those items received through the Wells Fargo teller network ONLY.

Payment Manager w/AP Control, Check outsourcing, ACH, Wires

Wells Fargo provides a comprehensive and integrated payables channel called *Payment Manager*. The *Payment Manager* service is a single platform that you can use to send us one consolidated file with multiple payment types.

As your business needs change, you have the flexibility to incorporate as few or as many payment types as desired.

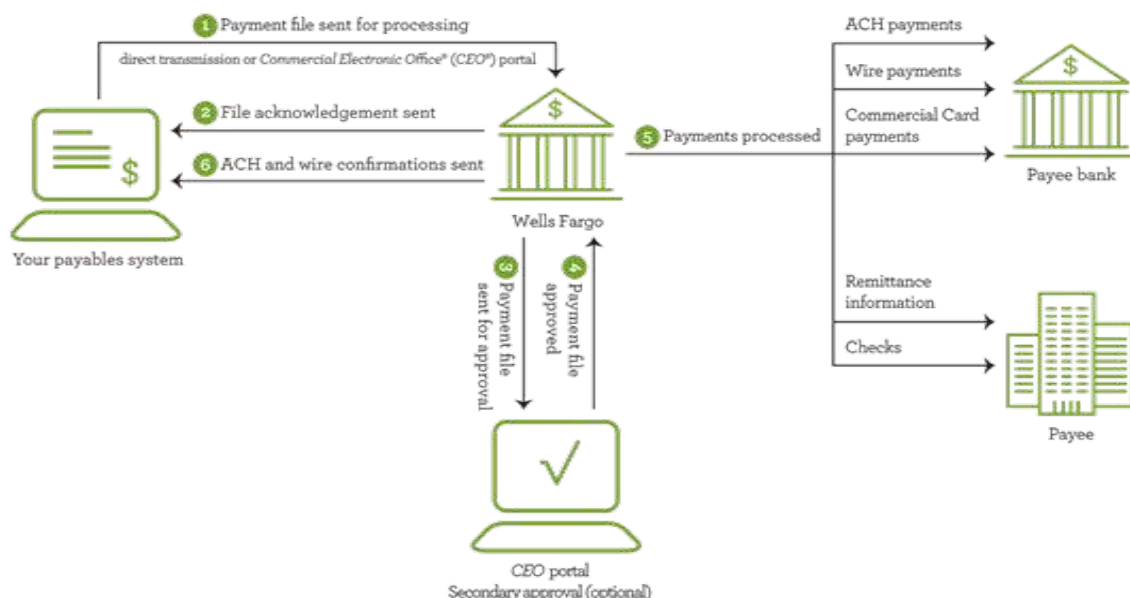
You can include the following types of payments in your file:

- Wells Fargo commercial card transactions through our AP Control service
- ACH (domestic and international)
- U.S. dollar and Canadian dollar paper checks (check outsourcing)
- U.S. dollar wire transfers (domestic and international)
- Foreign currency wire transfers
- International requests for transfer (SWIFT MT101 wires)

How it works

- You'll prepare a payment file and send it to Wells Fargo through *Payment Manager*.
- Wells Fargo separates payments by type and processes them accordingly.
- Payments flagged as commercial card are routed automatically through our vendor payment tool, AP Control, which is described in further detail below.
- For payments to be made by ACH, wire transfer, or check, we generate the payments and send remittance data based on your instructions.

The workflow below shows how payments are processed through the *Payment Manager* service.



The *Payment Manager* service offers many benefits, including:

1. Consolidated processing of multiple payment types

Because the *Payment Manager* service lets you create and send multiple payment types to us in a single file, you don't need to create and send separate files for different payment types.

This helps you reduce the time allocated to administrative tasks throughout the payment processing cycle and assists you in consolidating formerly disparate payment processing functions. Wells Fargo accepts a variety of standard and custom file formats.

Our available transmission options allow you to choose from a variety of connectivity methods to exchange data files with us. Whether you prefer an automated or manual method, each is designed to provide a secure, efficient and economical way to exchange your data.

2. Improved cash flow management

Electronic control of your domestic and international payables helps you improve your ability to manage cash flow by letting you:

- Improve the timeliness and reliability of balance reporting
- Extend your days payable outstanding
- Take strategic advantage of early-pay discounts

3. Enhanced end-to-end control

When you use the *Payment Manager* service, payment processing steps like submission, review, and approval can be separated to provide added protection against fraud. We'll send you an acknowledgement for each payment file you send to us.

We can also provide you with optional confirmations for ACH and wire payments. These confirmations give you additional information on the status of the files you have submitted.

4. Increased efficiency and lower error rates

A paper-intensive payment process requires you to commit accounts payable staff for processing, printing checks, matching checks with invoices, and stuffing and mailing envelopes to your suppliers. The *Payment Manager* service can help you better manage the entire payment processing cycle, while allowing you to reallocate personnel to more value-added tasks.

Moreover, because the service can significantly reduce — if not eliminate — the manual keying-in of data, human error decreases while your capacity to accurately and consistently track and report payment-related information increases.

5. Compatibility with treasury workstations and ERP systems

Wells Fargo has experience implementing the *Payment Manager* service with customers using a variety of treasury workstations and ERP solutions.

AP Control solution

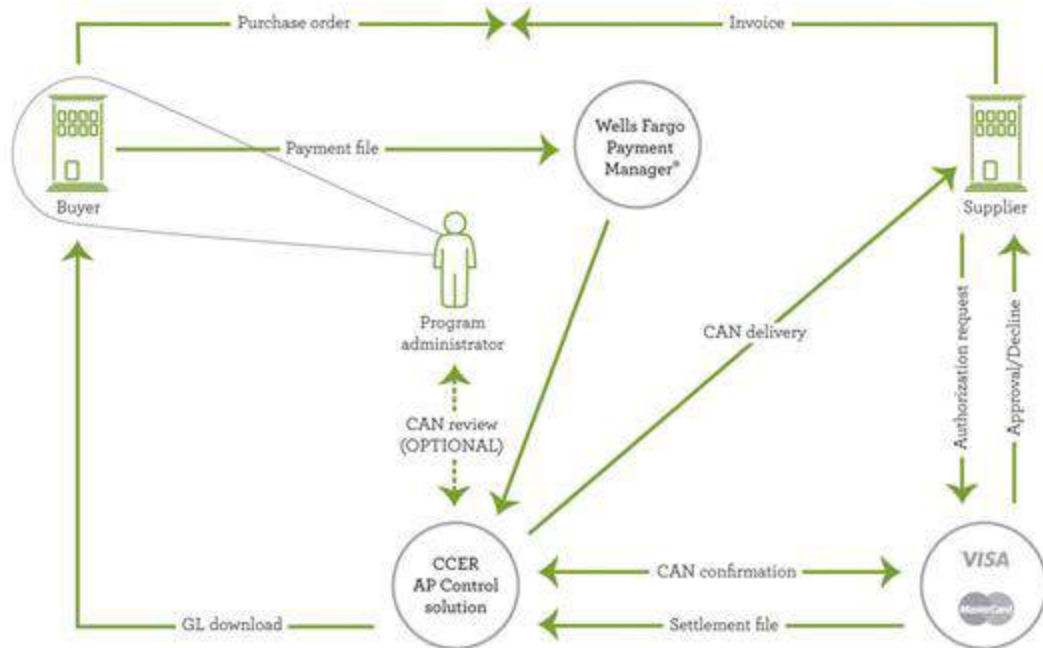
Our vendor card payment tool, called AP Control, allows you to maintain front-end control of your accounts payable process while providing seamless payment processing and streamlined reconciliation. Your suppliers use single-use card numbers to process payments. Single-use card numbers provide the City with an added level of security and control because the vendor receiving payment will not have access to your actual card number.

How it works

- You prepare a payment file. You set parameters for each payment, including an exact dollar amount, a date range that the payment is valid, and an optional merchant category code (MCC).
- You deliver the file to Wells Fargo using our *Payment Manager* service.
- Upon receipt of your file, we assign a single-use account number (called a control account number, or CAN) to each payment.
- A secure email containing a link to an online payment portal is system-generated and delivered to your supplier.
- The supplier logs in to the portal and is presented with the payment details and remittance advice. The supplier uses this information to process the card payment in the same way they process other card payments. Remittance information can be downloaded in a PDF or CSV format.

To complete reconciliation, we provide a file of processed transactions for upload. We can customize the reconciliation file format to your specific needs and you can generate files daily, weekly, or whenever you require.

The workflow for AP Control is illustrated below.



Prepaid Cards

As an alternative to issuing checks, the City can pay individuals electronically by crediting funds to a prepaid card. In partnership with MasterCard® IPS, Wells Fargo offers reloadable and non-reloadable prepaid cards. You can issue MasterCard-branded debit cards in any denomination for recurring disbursements and up to \$10,000 for one-time disbursements.

Cardholders with prepaid cards can access funds at more than 12,000 Wells Fargo ATMs.¹ They can also obtain cash from more than two million non-Wells Fargo ATMs (and other locations) worldwide that accept MasterCard.²

Prepaid cardholders¹ can also make over-the-counter (teller) withdrawals³ at nearly 6,200 Wells Fargo branch locations or any MasterCard-member bank.

¹For non-reloadable cards, the City must choose to use our optional cash access option in order for cardholders to make ATM and over-the-counter withdrawals.

²Fees may apply.

³Cardholders receive one over-the-counter withdrawal per month at no charge; there is a charge for each additional withdrawal.

How it works

Enrollment

Reloadable

Our reloadable prepaid card service requires online enrollment² or cardholder signatures on enrollment forms.

We require the following information about each cardholder:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Additional documentation to verify his or her identity (if needed)

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

Non-reloadable

We do not require a cardholder signature for non-reloadable cards with a funding limit up to \$2,500 (or non-reloadable payroll cards up to \$5,000). Any card you order on a card program with a funding limit up to \$10,000 requires a cardholder signature.

The information required for non-reloadable cards varies depending on the program you use.

Program name	Required cardholder information
Purchase only	<ul style="list-style-type: none">▪ None
Personalized purchase only	<ul style="list-style-type: none">▪ Name▪ Address

Program name	Required cardholder information
All access (up to \$2,500)	<ul style="list-style-type: none"> ▪ Name ▪ Physical residential address ▪ Date of birth
Cash access (up to \$10,000)	<ul style="list-style-type: none"> ▪ Name ▪ Physical residential address ▪ Date of birth ▪ SSN
Payroll (up to \$5,000)	<ul style="list-style-type: none"> ▪ Name ▪ Physical residential address ▪ Date of birth

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.

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 City must provide cardholder information and disclosures to the cardholder at the time of instant issue, and the cardholder must pass identity verification, before funding can occur.

Non-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.

If you choose to use the instant issue functionality, during implementation, you will order an inventory of cards to have on hand for one-time card needs.

Before you hand out a non-reloadable prepaid 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

You can load value onto cards by direct transmission (which is a batch settlement application) or through our online ACH Payments service. Both methods offer same-day funding, if needed.

Instant funding is available online for instant issue cards and reloads.³

With the instant funding feature, we will debit funds from the City's designated account and load them to the cards for immediate use.

³If you use a personalized instant issue program, the City must provide cardholder information and disclosures at the time of instant issue before funding can occur.

Non-reloadable

When you order non-reloadable cards online or by transmission, we will debit the funds from the City's designated account and load them to the cards.

Instant funding is available online for instant issue cards. Your designated account is debited and the funds are available to the cardholder for immediate use.

Cardholder reporting

Cardholders can review their transactions almost immediately; activities and balances are updated immediately 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 MasterCard® logo.

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

Print Services

With our comprehensive print facilities the City can streamline routine mailings and improve payment processing efficiency. We offer end-to-end design, print, and mail services to handle your monthly invoices, statements, and customer communications quickly, accurately, and cost-effectively.

Send us a data file and we compose, process, and execute the required printing, inserting, addressing, postage application, and quality control. We complete the processing and mailing of your items within 48 hours of file receipt.

Design and expertise

The City can improve invoice and statement effectiveness with expert design and data services. We'll help you create a statement design that achieves maximum customer readability and Optical Character Recognition (OCR) processing efficiency at the lockbox.

Postage automation and savings

We perform a custom postal analysis and help the City identify ways to improve your data quality, and qualify your file for the highest presort discounts.

Services include Coding Accuracy Support System (CASS) and Presort Accuracy Validation and Evaluation (PAVE) address hygiene; presort first-class automation discounts for multiple page and weight statements; and manifest metering to expedite distribution and deepen postage discounts.

You can pay for postage with funds from your Wells Fargo account, or use our permit and settle postage with monthly billing.

Fast, flexible inserting

Our inserters can handle standard #10s, 6x9", and flat 9x12" envelopes, and selectively insert based on the requirements indicated within your file. Additionally, our inserters fold and apply postage for optimal efficiency and automation.

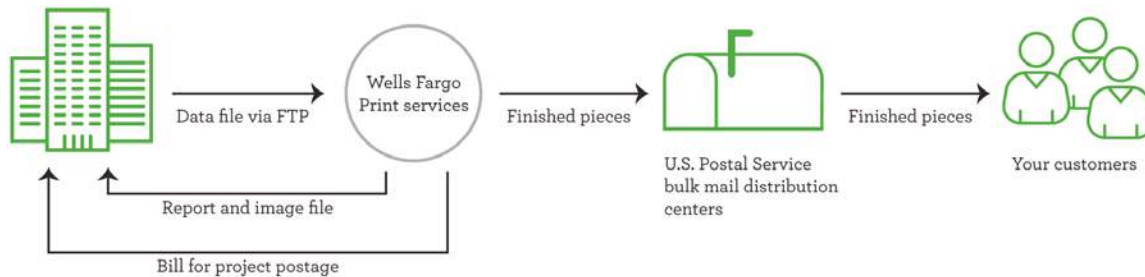
Project imaging

You will have access to an indexed image file transmission for each print project you send us.

Complete security and redundancy

Mitigate risk and support business continuity with access to multiple facilities across the U.S. located in Charlotte, North Carolina; Tempe, Arizona; and Shoreview, Minnesota. Our print sites have fully redundant connections and servers, and adhere to stringent security and disaster recovery policies so you can be confident in our handling of your sensitive data and communication needs.

How it works:



Returned Item services

We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot redeposit items returned for any other reason. If an item is returned a second time, we will charge it back to the original depository account. Our redeposit service is optional by location.

You can establish special processing instructions* to tailor the redeposit service to meet your needs. Examples of special instructions include redepositing items within a dollar range you establish and scheduling redeposits for a specific day of the week or month.

*Additional fees may apply.

Copies of redeposited items

We can provide the depositing location or central office images of redeposited return items online or by image transmission the next business day after being returned.

If the City does not use one of our image services, you can call your dedicated client services officer and request that a copy of a redeposited item be mailed or emailed to you.

Re-presented check service

We offer a re-presented check service (RCK) that provides a highly automated process for electronically re-presenting checks returned for NSF or UCF. Our Electronic Returns service converts your returned check to an electronic ACH debit. This not only increases the collection rate but also allows you to collect the funds more quickly.

Eligible checks

Per NACHA operating rules, to be eligible for check conversion, the check must:

- Contain a pre-printed serial number
- Not contain an auxiliary on-us field in the MICR line
- Be in an amount of \$2,500 or less
- Be completed and signed by the customer

Notice requirements

You must provide standard notification to customers at registers or on mailed invoices. We include sample language below.

In the event that your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically. If in the ordinary course of

business, your check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

Number of presentments

You can re-present items twice instead of the standard one time associated with a paper check. A second re-presentment gives you an additional chance to collect on returned checks, and helps increase your collection rates.

Alternative re-presentment options are available. Options include:

- One re-presentment instead of two
- Timed re-presentments such as a specific day of the week, 15th day of the month, or last day of the month

Return of entries

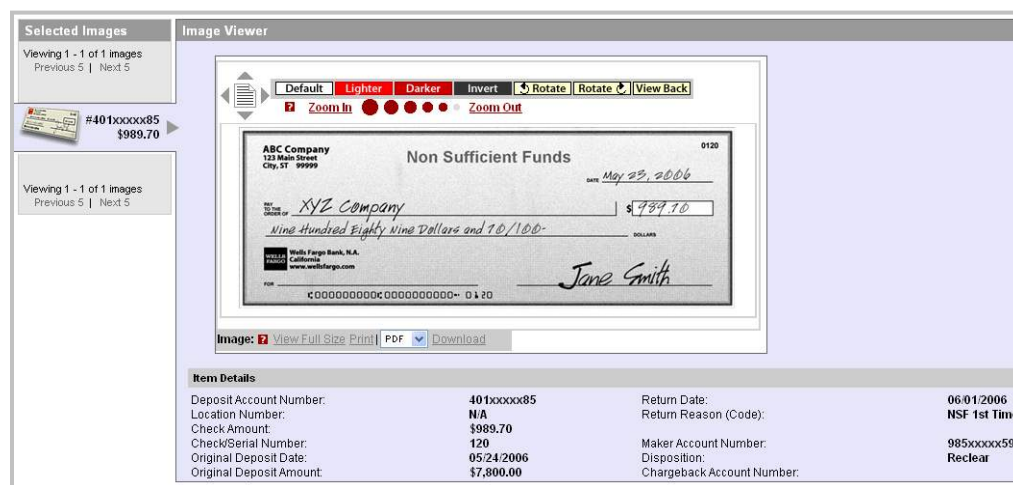
We process eligible returned entries according to your re-presentment instructions. We debit your account for final returns and offer reporting of the return item details through our standard returned item reporting options.

In compliance with NACHA rules, we retain images of checks that have been converted into electronic return entries for seven years from the settlement date.

Online images

Images of returned items and detailed returned item information are available the next business day after being returned and can be viewed for up to 180 days.

The following image shows our returned items image viewer.



Receivables Manager

With our Receivables Manager service, you can post payments automatically to your ERP platform when you receive an electronic receivables file from us. This consolidated file helps accelerate posting while reducing the number of errors caused by manual data entry.

In your file, we can include receivables data from one or more payment types:

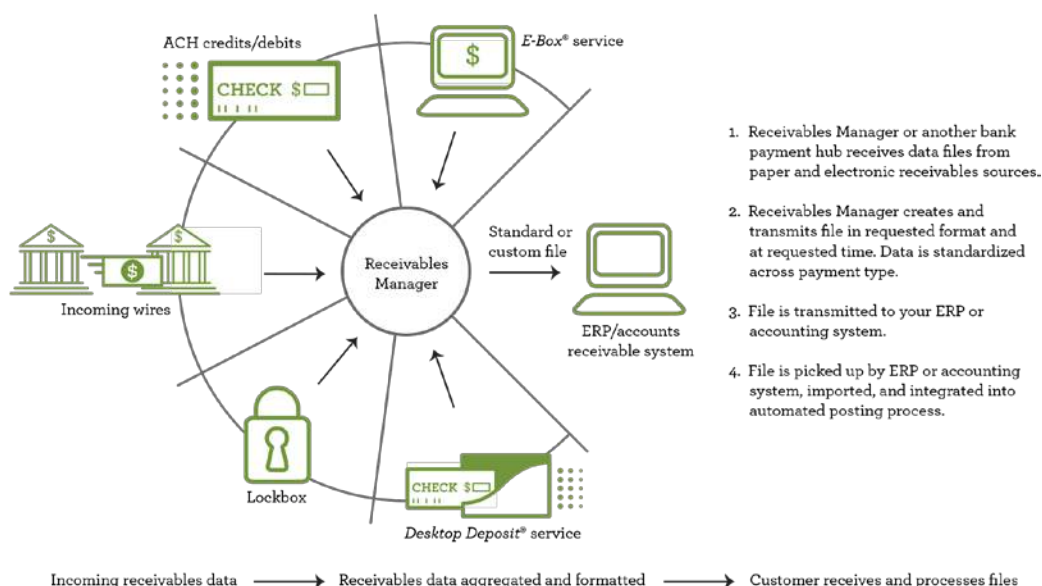
- ACH
- Wires

- Online bill payments
- Lockbox
- Remote deposit
- Image cash letter

How it works

We translate your data and deliver it to you in a format compatible with your ERP platform or accounts receivable system. We can accommodate many custom and proprietary file formats.

Our system is compatible with most proprietary accounting and ERP solutions, including Oracle and SAP.



Flexible file options

Delivery

Our SAFE Transmission platform offers a variety of communication protocols including:

- HTTPS (hypertext transfer protocol secured)
- FTP over SSL (FTP/S)
- Secure FTP over SSH (S-FTP)
- FTP with PGP
- Applicability Statement 2 (AS2)

Formats

We deliver files in standard formats (Wells Fargo flat file, ANSI X12 820, ANSI X12 823, ANSI X12 835, BAI, and modified NACHA) and custom formats. Using a standard format can minimize your implementation cost and time, and you can choose a different format for each payment type. If you cannot work with one of our standard formats, we can develop a custom format for you.

We will begin to pilot the ISO 20022 XML format in early 2015. This is a new industry file format, and we are actively participating in the initiative to

standardize it. When you receive your information in this format, it streamlines the City's integration and reconciliation process because you are receiving the same information from all banks that use the ISO 20022 XML format.

File availability

Processing occurs Monday through Friday (excluding holidays). Because some payment types have multiple processing runs and available release times, you can choose to receive more than one file each day.

Choose one or more of the following release times for each file format you request. Your file will be available within one hour of the selected release time or times.

Release times (ET)			
7:00 a.m.	12:00 p.m.	4:00 p.m.	8:30 p.m.
8:00 a.m.	1:00 p.m.	5:00 p.m.	12:00 a.m.
9:00 a.m.	2:00 p.m.	6:00 p.m.	
10:00 a.m.	2:30 p.m.	7:00 p.m.	
11:00 a.m.	3:00 p.m.	7:30 p.m.	

SafeVantage

By using SafeVantage®, you can:

- Increase employee efficiency and productivity
- Improve accuracy
- Improve operational and employee safety

How it works

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 your armored carrier picks it up and delivers it safely to their cash vault. The carrier also delivers coin and currency to locations, and maintains and repairs the safes. 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
- **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, an end of shift total, and an 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.

Deposit cutoff times

Most customers choose to receive provisional deposit credit the next business day through our standard or premium service.

Wells Fargo can provide provisional same-day credit; however, it requires establishing a cutoff time that is before the end of a typical business day. We post deposits you make prior to the cutoff the same day and post the remainder the next business day; this can cause reconciliation problems.

The following table shows the cutoff times in local time.

Type	Cutoff time	Provisional credit received
Standard	3:00 a.m.	Next business day at end of day
Premium intraday*	4:00 a.m.	Next business day by 8:00 a.m.
Same-day	Varies	Same business day at end of day

*Available to customers who contract with Loomis. Additional fees apply.

For check deposits you make in the safe's manual drop slot, the "check only" deadlines for cash vault deposits (provided during implementation) will apply based on the days when those deposits are picked up from your locations and delivered to the cash vault.

Advantages

Our remote cash capture solution offers the City many benefits.

Increased efficiency

Because the safe counts cash, your employees can focus on customer and business needs, instead of spending time handling cash, preparing deposits, and making trips to the bank.

Improved safety

Your employees no longer need to take deposits to the bank (which can put your employees at risk). Criminals may target operations where cash is unsecured.

Expedited credit

You receive provisional credit and faster access to working capital without being dependent upon a daily armored carrier pickup.

Easy reconciliation

All transactions flow through the standard Wells Fargo information reporting channels, including BAI file transfer and our online reporting service. We offer several reports that provide detailed information about your deposits and coin and currency orders.

Reduced risk of fraud and theft

The safe uses a point-of-sale system to track funds. The totals shown on the system should equal the amount deposited. You can access deposit data at a location or employee level, increasing control and providing an audit trail.

Lower transportation and supply costs

Because we credit deposits to your account through an electronic data transmission from the safe, you can reduce armored car pickups and trips to the bank. Our solution also reduces the need for deposit bags and tickets.

Flexibility

We offer a number of safe models to meet the size requirements of your locations and suit your business processes.

Disadvantages

Affect to change order deliveries

One benefit of using a safe is that you may have fewer pickups required for your cash deposits; however, it can affect the frequency of your change orders. You will need to consider if a change to your current process is needed.

Provisional credit not available for checks and rejected cash placed in the manual drop

You can place checks and cash rejected by bill validators into the manual drop slot of the safe; however, you will not receive credit for these until your armored carrier picks them up and delivers them to the cash vault for verification.

Coin deposit limitations

While most standard safes accept minimal amounts of coin deposits, you cannot receive expedited credit for them.

You will receive credit for coin deposits after they are delivered to the cash vault and verified. Specialized safes are available to help manage large amounts of coin deposits.

Risks

There are some risks that you should consider before implementing our remote cash capture service.

Liability

You are responsible for the value of the remaining useful life of the safe if it is stolen from your location, destroyed, or damaged. In addition, even though the bill validator on each safe comes equipped with counterfeit detection technology, it cannot detect all counterfeit items. Each safe vendor has a guarantee program to protect against losses. You should refer to your vendor's guarantee program to understand your responsibility for losses.

Fee increases

Safe vendors reserve the right to increase fees to cover the costs of labor and servicing of the safes.

Smart Decision

Our Smart Decision[®] service automatically converts your eligible checks to accounts receivable conversion (ARC) or back office conversion (BOC) debits. We

process items not eligible for check conversion as substitute checks or through image exchange.

You can also use our Deposit Maintenance service to enter opt-out* or block preferences. Our system compares information for checks deposited to the preferences you enter, and any item matching an active opt-out or ACH block is not converted into an ACH transaction but is instead processed as a substitute check or through image exchange.

When creating ACH transactions, we use our Perfect Parsing® electronic funds transfer program to analyze the data for each transaction and make corrections to the routing transit number, account number, and serial number.

*NACHA rules do not require you to provide your customers with a procedure to opt out of ARC or BOC transactions. If you choose to allow your customers to opt out of check conversion, you can use the Deposit Maintenance service on our portal to enter your customers' ACH opt out preferences.

Virtual Lockbox

Virtual Lockbox is an optional service that would allow the City to image checks and supporting documents at your location for electronic submission to Wells Fargo using the *CEO* portal. Virtual Lockbox items will be integrated into your existing lockbox processing stream, and will be cleared electronically using Check 21 Electronic Deposit Standards.

Benefits to the City

- Reduced days sales outstanding and float of the deposited check
- Eliminates express mail expense associated with mailing stranded payments to lockbox address
- AR transmission of lockbox-captured checks and City-captured checks for a simplified customer AR update
- Wholesale Lockbox Image archive of check, invoice, and envelope
- Treasury Information Reporting Lockbox Detail Reporting
- Unique deposit of customer captured information

Wells Fargo Electronic Deposit Processing

The Wells Fargo Electronic Deposit service is designed for customers who have an existing process to capture check images and data. The Wells Fargo Electronic Deposit service is completely customizable and scalable and fits easily into customers' existing business models.

When our customers utilize the *CEO* portal, they have an unmatched end-to-end depository solution for accessing all their deposit information.

Benefits to the City

Reduced costs and trips to the bank

Making deposits from the City's place of business reduces the employee trips to the bank, courier pickups, and insurance fees.

Integration with the City's payment processing

Since the *Wells Fargo Electronic Deposit* service only requires a properly formatted input file to be transmitted to Wells Fargo, the front-end payment processing architecture is flexible. Various check imaging solutions can be integrated the City into your payment receiving and posting systems and operations, including remittance processing or point-of-sale capture.

Reduce fraud, improved collections, and decreased chargebacks

Over time, checks will clear faster in a Check 21 environment, which enables you to act on returned items more quickly. The Returned Item Image service on the *CEO* portal allows the City to strategically redeposit returns on the 1st or 15th day of the month, enter names into negative databases, or deliver items to their collection agency.

ACH check conversion

With Wells Fargo's proprietary *Smart Decision* service, we will convert any of your customer's eligible checks to ACH, Accounts Receivable Check (ARC) or Back Office Conversion (BOC) debits. Simply notify your customers through a posted or mailed notice, and we will use our industry-leading decision engine to identify eligible items and do the ACH conversion for the City automatically. The City will see one deposit credit for all items in your deposit, and have access to integrated deposit detail and returned item reports on the *CEO* portal.



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.

A handwritten signature in cursive script, reading "Alex Sink", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA



CITY OF RIVIERA BEACH
CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
Business Tax Receipt

Permit Year October 01, 2014 to September 30, 2015

1100 Blue Heron BLVD E
WELLS FARGO BANK N.A.

WELLS FARGO BANK N.A.
BUSINESS LICENSE & PERMITS
1500 BROADWAY BLVD #T3203-025
LUBBOCK TX 79401

Issued: 09/15/2014

Vendor: 04312.1

ALARM PERMIT
3581-AUTOMATIC TELLER MACHINE
6022-BANKS, CREDIT UNIONS

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
Business Tax Receipt

Permit Year October 01, 2014 to September 30, 2015

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Permit Year October 01, 2014 to September 30, 2015

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ALARM PERMIT
3581-AUTOMATIC TELLER MACHINE
6022-BANKS, CREDIT UNIONS

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

IX. Insurance requirements

The successful Bank or individual entering a resulting contract with the City shall obtain, pay for, and maintain in full force and affect at all times during the term of the Agreement derived from this RFP, services to be performed insurance as set forth below:

- A. General liability insurance: coverage in an amount not less than \$5,000,000.00 per occurrence.**

Coverage shall include Premises and Operations; Products* and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate. **

* Wells Fargo's insurance does not provide coverage for independent contractors; however, to the extent independent contractors/subcontractors are utilized, they shall be required to provide evidence of insurance that complies with the insurance requirements contained herein.

**Clarification of limit requirement is needed upon awarded contract.

- B. Professional liability insurance: coverage in an amount not less than \$5,000,000.00 per occurrence.**

- C. Contractual, insurance broad form property, , personal injury not less than *\$3,000,000 annual aggregate.**

Wells Fargo's insurance does not provide coverage for independent contractors; however, to the extent independent contractors/subcontractors are utilized, they shall be required to provide evidence of insurance that complies with the insurance requirements contained herein.

*Wells Fargo will comply with limit requirements upon further clarification if awarded the contract.

- D. Automobile liability: coverage with policy limits of not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$1,000,000.00. Combined Single Limit, covering each motor vehicle operated on City property.**

E. Workers compensation insurance: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.00.

- a. \$1,000,000 per accident**
- b. \$1,000,000 disease each employee**
- c. \$1,000,000 disease policy limit**

Contractor shall include the City as an additional insured under its general and insurance.

We can comply with the request for additional insured status. However, we do not tailor endorsements for specific contracts. Our policies contain an omnibus additional insured endorsement which recognizes business partners as additional insureds so long as a contractual requirement to do so exists. We do not grant additional insured status regarding Professional Liability insurance coverage; the City should be comfortable with this, as the purpose of Wells Fargo having the insurance in place is to protect the City against wrongful professional acts committed by Wells Fargo.

During the life of the contract, the successful Bank shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the successful Bank to ensure that all subcontractors comply with all of the insurance requirements.

The successful Bank must maintain in full force and effect, during the life of this engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence.

Wells Fargo considers its deductibles/self-insured retentions to be a part of its risk tolerance and risk management philosophy and does not provide this information to third parties.

ACORD Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services.

Wells Fargo's Risk & Insurance Management Policy prohibits distribution of our proprietary insurance policies to business partners. We cannot agree to this language.

The successful Bank will mail the City with thirty (30) days prior written notice of any cancellation or non-renewal that results in non-compliance with the insurance requirements contained herein.

The commercial general liability and excess liability policies will include the City as an additional insured, and proof of such coverage shall be furnished to the City by way of an ACORD certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Bank.

We can comply with the request for additional insured status. However, we do not tailor endorsements for specific contracts. Our policies contain an omnibus additional insured endorsement which recognizes business partners as additional insureds so long as a contractual requirement to do so exists.

A request for additional insurance or increased limits shall be based on insurance coverages maintained by consultants/bidders performing similar services and supported by insurance industry benchmarking information. Consultant/bidder shall be given at least 30 days' notice in which to obtain additional insurance coverage and/or higher limits.

Wells Fargo would need to review any requests for additional insurance to have some parameters.

Misrepresentation of any material fact, whether intentional or not, regarding the Bank's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting , but the City shall grant the Bank a remedy period of 30 days in which to comply with the insurance requirements contained herein.

In the unlikely event of cancellation, termination or reduction in coverage, Wells Fargo would like the opportunity to remedy the problem before termination of the contract.

Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing Bank's or individual's proposal.

Certificates of insurance will follow this document.



Wells Fargo & Company Risk & Insurance Management
Wells Fargo Center, MAC# N9305-144
90 South 7th Street, 14th Floor
Minneapolis, MN 55402

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 02/24/2015

EVIDENCE OF PROFESSIONAL (Errors & Omissions) LIABILITY COVERAGE

Insured:

Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A

Insurance Company:

National Union Fire Ins. Co. of Pittsburgh, PA

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Professional Liability	Provides Wells Fargo & Company and its Subsidiaries with coverage for claims arising out of an Employee's error or omission that occurs in performing professional services for others.	\$100,000,000 Per Occurrence and Aggregate	11/15/14 - 11/15/16	01-840-56-07

Evidence of Insurance Issued To:

City of Riviera Beach

600 West Blue Heron Boulevard

Riviera Beach, FL 33404

Wells Fargo & Company Risk & Insurance Management

Jill M. Combs

Risk & Insurance Manager

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

**Wells Fargo & Company Risk & Insurance Management****Wells Fargo Center, MAC# N9305-144**

90 South 7th Street, 14th Floor

Minneapolis, MN 55402

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF INSURANCE TO
YOUR WELLS FARGO CONTACT.****Date:** 02/24/2015**EVIDENCE OF FIDELITY (EMPLOYEE DISHONESTY) COVERAGE****Insured:**Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A**Insurance Company**

National Union Fire Ins. Co. of Pittsburgh, PA

**This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its
Subsidiaries.**

Coverage	Coverage Details	Limits of Liability	Policy Period	Policy Number
Financial Institution Bond	Provides Employee Dishonesty (Fidelity) coverage for Wells Fargo & Company and its Subsidiaries.	\$100,000,000 Per Occurrence and Aggregate	11/15/14 - 11/15/16	01-840-56-07

Evidence of Insurance Issued To:

City of Riviera Beach

600 West Blue Heron Boulevard

Riviera Beach, FL 33404

Wells Fargo & Company Risk & Insurance Management

Jill M. Combs

Risk & Insurance Manager

**The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage
issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.**

**Wells Fargo & Company Risk & Insurance Management**

Wells Fargo Center, MAC# N9305-144

Sixth and Marquette

Minneapolis, MN 55479

**DIRECT QUESTIONS/COMMENTS REGARDING THIS EVIDENCE OF
INSURANCE TO YOUR WELLS FARGO CONTACT.**

Date: 02/24/2015

EVIDENCE OF CASUALTY INSURANCE COVERAGE**Insured:**Wells Fargo & Company and Its Subsidiaries including
Wells Fargo Bank, N.A**Insurance Company:**

Old Republic Insurance Company

This form certifies that the insurance policy described below has been issued to Wells Fargo & Company and its Subsidiaries.

Coverage	Covered Location(s)	Limits of Liability	Policy Period	Policy Number
Commercial General Liability Including premises operations, occurrence form; blanket contractual liability; host liquor liability coverage	Omnibus Additional Insured endorsement extends coverage to any person or organization for whom Wells Fargo & Company or its Subsidiaries have agreed under contract or agreement to provide insurance. In no event shall the insurance provided hereunder exceed the scope of coverage required by contract or agreement	\$10,000,000 Each Occurrence \$10,000,000 Aggregate \$10,000,000 Personal & Adv. Injury \$10,000,000 Products and Completed Operations	4/01/10 - 4/01/15	MWZY58768
Automobile Liability	Covers all owned, non-owned and hired automobiles	\$10,000,000 Each Occurrence Combined Single Limit	4/01/10 - 4/01/15	MWTB20922
Workers' Compensation and Employers' Liability	Provides workers' compensation coverage for employees in all states - except statutory workers' compensation provided either through a Monopolistic State Fund or Self-Insurance in the following states: Ohio, North Dakota, Washington, West Virginia and Wyoming or by the Wells Fargo Injury Benefit Plan in Texas.	Statutory - WC \$1,000,000 - EL Each Accident \$1,000,000 - EL Disease Each Employee	4/01/10 - 4/01/15	MWC116599

Evidence of Insurance Issued To:

City of Riviera Beach

600 West Blue Heron Boulevard

Riviera Beach, FL 33404

Wells Fargo & Company Risk & Insurance Management

Jill M. Combs

Risk & Insurance Manager

The information provided in the Evidence of Insurance document is basic in nature and should not be viewed as a definitive position to any coverage issue, claim or loss scenario. In the event of a claim or loss, the actual policy terms shall apply.

Community Reinvestment Act

Detail the manner in which the Bank complies with the Community Reinvestment Act and how the Bank's policies and practices benefit the City of Riviera Beach.

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low-to-moderate income communities. At Wells Fargo, Community Reinvestment is an integral part of our business culture. Wells Fargo has long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.

In its most recent (2008*) CRA examination, the Office of the Comptroller of the Currency (OCC) gave Wells Fargo an overall "Outstanding" rating – the highest rating possible. Although Florida was not part of Wells Fargo's footprint for the 2009 exam, our commitment to Florida and its communities remains strong and is consistent with an "outstanding" level of service.

*The OCC conducts a CRA examination approximately every four years.

Our most recent Community Reinvestment Act (CRA) performance evaluation is located at the following link:

wellsfargo.com/about/community/wfcra/perf_evaluation

Wells Fargo 2013YE*

Riviera Beach, Florida

Home Mortgage^{1,2}

In Riviera Beach, Florida, Wells Fargo provided 62 mortgage loans (total HMDA), extending \$10.1 million in credit.

- Of that, 49 mortgage loans were in LMI communities, providing \$5.6 million in credit and 18 mortgage loans were made to LMI borrowers providing \$1.6 million in credit.

Small Business²

In Riviera Beach, Florida, Wells Fargo provided 52 small business loans, extending \$3.5 million in credit.

- Of that, 41 small business loans were in LMI communities, providing \$3.1 million in credit.

Community Development^{3,4}

In Riviera Beach, Florida, Wells Fargo provided 1 community development investment, totaling \$2.5 million.

Locations⁵

In Riviera Beach, Florida, Wells Fargo has 1 store location.

In Riviera Beach, Florida, Wells Fargo has 1 ATM location.

¹Mortgage includes home purchase, home improvement, home refinance, and multi-family originated and purchased loans.

²Totals include census tract income level classified loans only.

³Some Community Development activity cannot be tracked to the county/city level.

⁴Community Development activity is subject to change as updates are received.

⁵Location data as of 12/31/2013.

*Fact Sheets should not be used to determine CRA Exam performance. City level fact sheets include tracts where all or the majority of a tract are located within the city limits.

Fixed Income Sales & Trading

Investment Solutions for Public Entities

Wells Fargo has been helping municipalities, schools, hospitals, institutions of higher education and other public entities and non-profit organizations manage their finances for more than 150 years. Wells Fargo Securities builds on that tradition by offering investment products, services and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business. Therefore, our customers benefit from our in-depth knowledge of their region, industry and unique investment needs.

Wells Fargo provides investment solutions

Products (subject to state investment guidelines):

- Treasuries
- Federal agency securities
- Corporate bonds
- Mortgage-backed securities
- Commercial paper
- Taxable and tax-exempt money market mutual funds
- Brokered Certificates of Deposit (CDs)
- Other money market securities

Services:

- **Wells Fargo Commercial Electronic Office[®] (CEO[®]) business portal:**
Online access to your brokerage account activity, statements and positions 24 hours a day, seven days a week, online trading for some securities during normal trading hours as well as portfolio management tools.
- **Investment policy development:**
Assistance in establishing guidelines for managing public funds.
- **Portfolio Analytics:**
Investment strategy development, security comparison tools, portfolio performance measurement and interest rate risk advisory services.
- **Portfolio Accounting:**
Wells Fargo's portfolio accounting system is a low cost, internet-based accounting and reporting package designed specifically for fixed-income portfolios.
- **Safekeeping:**
Assistance in managing cash flow and portfolio management information.
- **Underwriting:**
Capital project funding through our Public Finance division.

Wells Fargo advantage

National strength, local expertise

By providing the resources of a respected, national financial services firm with our local expertise and commitment to customer service, our customers benefit from the best of both worlds. Each of our investment representatives are part of an experienced team of brokers, traders and sales assistants, ensuring that someone is always available to assist you.

Comprehensive financial services

We offer a variety of investment products and services to provide public entities with all of the alternatives they need to develop and maintain a strong and effective portfolio.

Integrity

We maintain the highest standards of professional integrity and we are involved with several local and national professional public entities, associations and non-profit boards, including:

- Government Finance Officers Association
- Association of School Business Officials
- Treasury Management Association
- State associations of county treasurers and tax collectors
- State Municipal Treasurers Associations
- State Societies of Municipal Finance Officers
- National Association of Counties

Together we'll go far



For more information

Contact a Wells Fargo Securities investment representative today to discuss your company's needs and find out how we can help you make smart, profitable investment decisions based on your unique financial goals.

Wells Fargo Securities is the trade name for certain capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Institutional Securities, LLC, a member of FINRA and SIPC, and Wells Fargo Bank, National Association. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts.

Investments: NOT FDIC Insured • May Lose Value • No Bank Guarantee

Rankings and Reputation

Wells Fargo Securities Rankings

Source: Wells Fargo as of 3/31/2014 (unless otherwise specified)

Agencies

- One of the leading dealers in agency debt securities
- Underwrote over \$3.667 billion agency callable and bullet structures with a maturity of 18 months or longer during 1Q'14
- Rank #9 among all agency underwriters

Derivatives¹

- #6 commercial bank in notional amount of derivatives contracts outstanding
- #7 bank holding company in notional amount of derivatives contracts outstanding

Investment Banking³

- Top 10 investment banking platform based on fee-income
- #3 in number of investment banking transactions executed domestically, behind only Bank of America and JPMorgan

Investment Grade Debt

- #1 in MarketAxess high grade trading
- #2 underwriter of domestic preferred stock²
- #4 bookrunner of domestic high grade loan syndications⁴
- #2 on Bloomberg's electronic trading venues²

Leveraged Finance

- #3 bookrunner of U.S. leveraged loans⁴
- #1 in High Yield Trading⁵

Loan Syndications⁴

- #2 bookrunner of asset based loans
- #3 bookrunner of domestic loan syndications
- #1 bookrunner of oil and gas loan syndications
- #3 bookrunner of middle market loan syndications
- #3 bookrunner of real estate loan syndications
- #3 bookrunner of REIT syndicated loans
- #2 bookrunner of utilities loan syndications
- #6 bookrunner of hotel & gaming loan syndications

Mortgage-backed Securities

- Wells Fargo is the largest residential mortgage originator in the United States
- Wells Fargo's seasoned trading/sales professionals provide primary and secondary market coverage of all Agency & Private Issue MBS

Municipal Products⁴

- #5 senior manager of municipal competitive bond issues
- #8 total competitive municipal notes
- #8 senior manager of negotiated bond issues

Wells Fargo and Company Reputation

Fortune

- World's 38th Most Admired Company (2014)
- 26th in Revenue Among All Companies in All Industries (2012)

Barron's

- Among World's 30 Most Respected Companies (2012)

American Banker

- One of America's Top Banking Teams (2012)

Forbes

- Top 20 Biggest Public Companies in the World (2013)
- Top 100 Best Companies in the World (2010)

Corporate Responsibility Magazine

- Among the Top 100 Best Corporate Citizens (2012)

Information Week

- Among the Top 500 Most Innovative Companies (2012)

Global Finance Magazine

- Best Consumer Internet Banks in the United States and North America (2012, third consecutive year)
- #1 in the World for Social Media for Consumers (2012)

Brand Finance

- Among Top 20 Most Valuable Brands in the World (2012)

American Customer Satisfaction Index

- America's #1 Large Bank for Customer Satisfaction (2011)

The Chronicle of Philanthropy

- Fourth Most Generous Cash Donor (U.S.) (2012)

DiversityInc Magazine

- Top 50 Companies for Diversity (2012)
- Top 10 Companies for Lesbian, Gay, Bisexual, and Transgender Employees (2012)

Human Rights Campaign

- Perfect score of 100 on the Corporate Equality Index (2011)
- Best Places to Work for LGBT Equality (2013, tenth consecutive year)

¹As of 4Q 2013.OCC; published one quarter in arrears

²Bloomberg (1Q 2014)

³Dealogic (4Q 2013)

⁴Thomson Reuters (1Q 2014)

⁵MarketAxess (1Q 2014)

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Institutional Securities, LLC, a member of FINRA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC carries and provides clearing services for Wells Fargo Institutional Securities, LLC customer accounts. Wells Fargo Securities, LLC, Wells Fargo Institutional Securities, LLC, and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

Investments: NOT FDIC Insured • May Lose Value • No Bank



Wells Capital Management



Short Duration Fixed Income Management Overview

As of December 31, 2014

Contact information

For more information please contact:

Anne Brady

Managing Director, Business Development

Phone: 404.877.6868

Email: abrady@wellscap.com

Meredith Ashwell

Sales Associate, Business Development

Phone: 704.383.4440

Email: MAshwell@wellscap.com

We offer four types of solutions:

- Short Duration Separate Accounts
- Money Market Mutual Funds
- Short-Term Mutual Funds
- Offshore Short Duration Separate Accounts

Wells Capital Management is a wholly owned asset management subsidiary of Wells Fargo Bank, N.A. Assets under management total \$351 billion.¹ WellsCap has a substantial presence in the cash markets with \$134 billion in money market assets under management as well as expertise and asset scale in both taxable and tax-exempt short duration fixed income of \$63 billion under management.

One investment philosophy serving many clients with customized needs

We structure liquid, diversified portfolios of shorter duration fixed-income securities with a focus on capital preservation. We believe that a disciplined approach to issue selection and diversification across all sectors will provide competitive, risk-adjusted returns.

Since each institutional client has unique objectives and constraints, we forge consultative relationships and partner with clients to create customized, transparent solutions that meet their specific needs. Throughout every step of the process, our client relations directors continuously monitor and address the changing needs, goals, and objectives of each client and maintain strong communication with our portfolio management team to ensure that investment guidelines are current and relevant.

Unparalleled commitment to credit research




Proprietary credit research is a critical component of security selection in the investment process, and we have one of the largest credit teams in the industry dedicated to corporate and municipal issuers of short duration fixed-income securities. We have over thirty credit analysts dedicated to providing the proprietary credit research that supports WellsCap strategies from 2a-7 money funds to taxable and tax-exempt short duration mandates.

Risk management and compliance drive consistency

We have developed and continue to invest heavily in a robust infrastructure to ensure that we maintain consistency and compliance with the various investment guidelines set by our clients. We have developed proprietary systems to monitor different exposures in portfolios and quantify risk measures across a broad spectrum and this is integrated into our monitoring and compliance.

Short Duration separate account solutions

Separate account vehicles accommodate the highest degree of flexibility and customization to meet specific liquidity needs, gain/loss sensitivity, financial statement implications, and tax concerns.

	Operating cash	Working capital	Investment assets
Liquidity needs	1-day to 30-days	1-month to 1-year	1-year to 5-years
Investment objectives			
Taxable strategies	Taxable 3-Month Fixed Income	Taxable 6-Month Fixed Income Taxable Ultra Short Plus Fixed Income Taxable 1-Year Fixed Income	Taxable 1- to 3-Year Fixed Income Taxable Plus 1- to 3-Year Fixed Income Taxable 1- to 5-Year Fixed Income Montgomery U.S. Short Duration Fixed Income
Tax-advantaged strategies	Cash Tax-Advantaged Fixed Income	Enhanced Cash Tax-Advantaged Fixed Income Ultra Short Tax-Advantaged Fixed Income Ultra-Short Plus Tax-Advantaged Fixed Income	Limited Duration Tax-Advantaged Fixed Income Limited Duration Plus Tax-Advantaged Fixed Income Short-Term Plus Tax-Advantaged Fixed Income

Offshore Short Duration separate account solutions

First International Advisors, LLC and Ultra-Short Global Fixed Income

An affiliate of WellsCap, London-based First International Advisors (FIA)³ offers an actively managed offshore ultra-short portfolio aimed at institutions who have a core-cash position and are seeking a more diversified strategy. FIA has extensive experience:

- Managing offshore funds for institutional companies with unique cash flow parameters.
- Utilizing investment-grade securities issued by member countries of the European Union, U.S.A., Japan, Canada, Australia, New Zealand, Norway, and Switzerland. Issuers include: Government, Government Agencies, Supranational agencies, or corporations.
- All non-base currency securities are hedged to the client's base currency using forward foreign exchange transactions—"forwards." Portfolios can be established from different base currencies, including U.S. dollar, Canadian dollar, UK GBPs, and Euro.

Money Market Fund solutions



Wells Fargo Advantage Funds® offers a comprehensive roster of Rule 2a-7 money market funds to meet the varying liquidity management needs of institutional investors. With \$122 billion in money market fund assets under management,¹ Wells Fargo Advantage Funds is the ninth-largest money market fund family.² The money markets team maintains a steadfast discipline of rigorous credit analysis and attentive capital preservation that has earned our funds a distinguished reputation for liquidity risk management.

Key elements of the process include:

- Conservative investment approach with a consistent focus on liquidity—Funds are actively managed with clear priority given to the preservation of capital and liquidity, while the pursuit of excess yield is secondary.
- Comprehensive risk management—Proprietary measures monitor credit risk of individual investments and manage overall credit exposure. Further due diligence comes from the WellsCap independent credit research team, which assigns finer detail to credit quality.

Investment strategies

Our money market funds include prime, government, and municipal investment styles. With a total of nine institutional money market fund solutions, we offer opportunities to meet every investment objective.

Prime Fund strategies

Cash Investment Money Market Fund
Heritage Money Market FundSM
Prime Investment Money Market Fund

Government Fund strategies

Government Money Market Fund
Treasury Plus Money Market Fund
100% Treasury Plus Money Market Fund

Municipal Fund strategies

National Tax-Free Money Market Fund
California Tax-Free Money Market Fund
Municipal Money Market Fund

Short-Term Mutual Fund solutions

In addition to our money market funds, Wells Fargo Advantage Funds offers a variety of limited-term choices to address your short duration fixed income needs.

Adjustable Rate Government Fund

Short-Duration Government Bond Fund

Short-Term Bond Fund

Ultra-Short Term Income Fund

Short-Term Municipal Bond Fund

Ultra-Short Municipal Income Fund

Conservative Income Fund

The Wells Fargo Advantage Conservative Income Fund has been added to the funds lineup. The fund is managed by the Short Duration Fixed Income team and seeks to complement money market or cash holdings with the potentially higher returns than money market funds while maintaining an emphasis on preservation of capital and liquidity.

¹As of December 31, 2014

²Source: iMoneyNet (as of December 31, 2014).

³First International Advisors, LLC (FIA), a company formed in the State of Delaware with limited liability, is registered with the Securities and Exchange Commission in the USA and is authorised and regulated by the Financial Services Authority in the UK. FIA, an affiliate of Wells Capital Management.

FOR INSTITUTIONAL INVESTOR USE ONLY – NOT FOR USE WITH THE RETAIL PUBLIC

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Fund.

Bond values fluctuate in response to the financial condition of individual issuers, general market and economic conditions, and changes in interest rates. In general, when interest rates rise, bond values fall and investors may lose principal value. The use of derivatives may reduce returns and/or increase volatility. Certain investment strategies tend to increase the total risk of an investment (relative to the broader market). The use of derivatives may reduce returns and/or increase volatility. This fund is exposed to foreign investment risk, mortgage- and asset-backed securities risk, and municipal securities risk. Consult the fund's prospectus for additional information on these and other risks.

For municipal income funds: A portion of the Fund's income may be subject to federal, state, and/or local income taxes or the alternative minimum tax (AMT).

For government funds: The U.S. government guarantee applies to certain underlying securities and not to shares of the Fund.

*Carefully consider a fund's investment objectives, risks, charges, and expenses before investing. For a current prospectus, and if available a summary prospectus, containing this and other information, visit **www.wellsfargo.com/advantagefunds**. 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 subadvisory and other services for the Funds. The Funds are distributed by **Wells Fargo Funds Distributor, LLC**, FINRA/SIPC, an affiliate of Wells Fargo & Company 220519 1013.

NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

Wells Capital Management (WellsCap) is a registered investment adviser and a wholly owned subsidiary of Wells Fargo Bank, N.A. WellsCap provides investment management services for a variety of institutions. The views expressed are those of the author at the time of writing and are subject to change. This material has been distributed for educational purposes only, and should not be considered as investment advice or a recommendation for any particular security, strategy or investment product. The material is based upon information we consider reliable, but its accuracy and completeness cannot be guaranteed. Past performance is not a guarantee of future returns. As with any investment vehicle, there is a potential for profit as well as the possibility of loss. For additional information on Wells Capital Management and its advisory services, please view our web site at www.wellscap.com, or refer to our Form ADV Part II, which is available upon request by calling 415.396.8000.

Product bulletin

Institutional money market funds are available on Stagecoach Sweep Platform

Wells Fargo Advantage Funds[®] is a top-10 provider of money market funds.¹ With more than \$119 billion in money market assets,² we offer the integrity, service, investment expertise, and consultative guidance that institutional investors require.

Our money market funds are actively managed, with clear priority given to the preservation of capital and liquidity. Stringent controls and strict adherence to the quality, diversification, and maturity requirements of SEC Rule 2a-7 are implemented to help maintain a stable share price of \$1.00.

Benefits

By sweeping automatically at the end of the business day, costly and time-consuming manual transfers between the DDA and investment accounts are eliminated.

Investment balances are reflected as part of the daily available balances.

Recoupment fees are avoided if balances are invested in the Wells Fargo Advantage Money Market Funds.

Collateral on government or public funds is not required while invested in the Wells Fargo Advantage Money Market Funds.

Available investment options

- **Government Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consists exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury.
- **Heritage Money Market Fund:**³ The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio of First Tier securities consisting of high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.
- **Municipal Cash Management Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by emphasizing fundamental credit research and risk management to

actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories, and possessions of the U.S. or their political subdivisions or financing authorities.

- **Treasury Plus Money Market Fund:** The fund focuses primarily on preserving capital and maintaining a high level of liquidity by actively managing a portfolio that consists exclusively of high-quality, short-term money market instruments issued by the U.S. Treasury.

Each fund is rated AAA and is priced to offer a higher yield than is typically available through our retail sweep options.

Are money market funds the best option for your customers?

Reach out to your Treasury Management consultant today to discuss the different options available on the Stagecoach Sweep Platform. Determine which option may be best for your customers and schedule time to discuss the solutions available.

Opening an account

Please note that these funds require a minimum initial investment of \$1 million. For assistance in enrolling qualified customers, contact your Treasury Management consultant.

For more information

If you have questions, please visit wellsfargoadvantagefunds.com/gib or contact the Institutional Sales Desk by calling **1-888-253-6584** or by emailing institutionalsales@wellsfargo.com.

1. Source: iMoneyNet (as of 12-31-14)

2. As of 12-31-14

3. In this document, the *Wells Fargo Advantage Heritage Money Market Fund*SM is referred to as the Heritage Money Market Fund.

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

For municipal income funds: A portion of the fund's income may be subject to federal, state, and/or local income taxes or the Alternative Minimum Tax (AMT). Any capital gains distributions may be taxable. For government funds: The U.S. government guarantee applies to certain underlying securities and not to shares of the fund.

Carefully consider a fund's investment objectives, risks, charges, and expenses before investing. For a current prospectus and, if available, a summary prospectus, containing this and other information, visit wellsfargoadvantagefunds.com. 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 subadvisory 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. 231094 01-15

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Legal suggestions

Wells Fargo wishes to take the following legal suggestions to the City of Riviera Beach terms and conditions:

Page #_Section	Legal Comments
Pg. 8, Equal Opportunity Requirements	Wells Fargo is an Equal Employment Opportunity/Affirmative Action employer. Our company policy is to provide equal opportunity in all employment decisions for all qualified applicants and team members, without regard to race, color, gender, national origin, religion, age, sexual orientation, gender identity, genetic information, physical or mental disability, pregnancy, marital status, veteran status, or any other status protected by federal, state, or local law.
Pg. 11, Rights to Investigate and Audit: Office of the Inspector General	We can allow audits of relevant records with reasonable prior notice during normal business hours.
Pg. 11, Other Acknowledgements	To the best of your knowledge and belief, we have not been placed on any convicted vendors list and agree to comply with City requirements stated in this section.
Pg. 24, Ownership of Documents	Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "works" or "work product" to the City. Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter. As such, Wells Fargo cannot agree to a "full waiver of all intellectual property rights and copyrights in all documents" provided to the City in connection with the requested services.
Pg. 24, Indemnity; Pg. 30 Hold Harmless	Wells Fargo will provide an appropriate indemnity for claims and losses directly resulting from the negligence or willful misconduct of its officers, directors, employees, agents, subcontractors and assigns in connection with providing the services contemplated under the RFP. Wells Fargo believes that each party should be responsible to the other party for claims and losses directly resulting from the negligent or intentional acts and omissions of their respective officers, directors, employees, agents and assigns taking into consideration the principles of comparative fault. Further, Wells Fargo believes that neither party should be responsible for any indirect, special, consequential or punitive damages. We understand the importance of this requirement and, upon the award of business to Wells Fargo, will discuss and negotiate the indemnity based on the parameters set forth herein.

Page #_Section	Legal Comments
Pg. 26, Dispute Resolution	Wells Fargo would propose that any suit must be tried "in state or federal courts in or for Palm Beach County."
Pg. 27, Termination	Bank reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.
Pg. 30, Disability Compliance Requirements	As part of its overall commitment to diversity and to the communities it serves, Wells Fargo provides equal opportunity for all people in all positions at all levels within the company. In order to ensure this commitment, our company's Affirmative Action Program is specific, results oriented, and in compliance with Executive Order 11246 Revised Order No. 4 of the U.S. Department of Labor's Office of Federal Contract Compliance Programs.

Treasury Information Reporting

DDA Cycled Statement report

Providing timely information about the items posting to your Wells Fargo, non-Wells Fargo, and international bank accounts

The Demand Deposit Account (DDA) Cycled Statement report is an electronic statement of your checking activity that is available online, the day following your statement cycle, through the *Commercial Electronic Office® (CEO®)* portal. You no longer have to wait for your statement to come in the mail. The DDA Cycled Statement report provides you convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your business requirements.

DDA Cycled Statement report includes:

Online access. You can access your DDA statement activity the day after the close of each specified cycle. The online statement includes deposits, bank credits and debits, paid checks, a daily balance summary, and an account overview with beginning and ending ledger balance, total credits, and total debits.

Images. You can view images of your check transactions.

Previous account statements. You can view statements from previous cycles.

Streamlined data entry. You can download your electronic statement information to your existing accounting system or to a spreadsheet for further analysis without retyping the data.

Customizable options. Treasury Information Reporting allows you to:

- **Access information from the CEO home page.**
Use the CEO report panels to pinpoint information.
- **Tailor the report to include only the accounts you want to see.** You can choose to view your Wells Fargo accounts, other domestic accounts, and your multicurrency accounts.

- **Customize your download.** Choose the data fields you want and the order you want them to appear when you download reports using CSV or Microsoft® Excel.
- **Define the report content.** Select a combination of information including deposits, electronic deposits/bank credits, electronic debits/bank debits, checks paid, or daily ledger balance summary.
- **Save your customization options.** Treasury Information Reporting lets each user in your company save up to 100 customized report templates.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the report in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention system means information is retained according to the type of cycle:
 - daily cycles (five days)
 - weekly cycles (three weeks)
 - monthly cycles (three months)
 - customer-defined cycles (three cycles that you define)

continued on reverse side



DDA Cycled Statement report (continued)

WELLS FARGO	06/30/20xx 04:51 PM	WIDGETS, INC.	
	CUSTOMER ID: TIR01	DDA Cycled Statement Report	
	OPERATOR ID: OPER02	From 06/04/20xx Through 06/30/20xx	
	Commercial Electronic Office®	Treasury Information Reporting	

Statement Start date 06/04/20xx		Statement End Date 06/30/xx	
Currency: USD	WELLS FARGO BANK MINNESOTA, N.A.		
Bank: 555555555	WIDGETS, INC.		
Account: 99999			

Account Overview			
Beginning Ledger Balance			.00
Deposits			.00
Electronic Deposits/Bank Credits			128,464.38
Total Credits			128,464.38
Electronic Debits/Bank Debits			.00
Checks Paid			128,464.38
Total Debits			128,464.38
Ending Ledger Balance			.00

Credits			
Electronic Deposits/Bank Credits			
Effective Date	Posted Date	Amount	Transaction Detail
06/06/20xx	06/28/20xx	30,705.03	INDIVIDUAL ZBA CREDIT
06/06/20xx	06/28/20xx	2,503.00	INDIVIDUAL ZBA CREDIT

06/28/20xx	06/28/20xx	16,500.00	INDIVIDUAL ZBA CHART
		128,464.38	Total Electronic Deposits/Bank Credits
		128,464.38	Total Credits

Debits			
Electronic eposits/Bank Debits			
Effective Date	Posted Date	Amount	Transaction Detail
06/06/20xx	06/28/20xx	129.58	UNDEFINED DEBIT
		129.58	Total Electronic Deposits/Bank Debits

Checks Paid								
Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
11000	06/07/20xx	<u>306.46</u>	115400*	06/07/20xx	<u>204.73</u>	322109	06/06/20xx	<u>104.07</u>

115110*	06/07/20xx	<u>289.83</u>	322108	06/06/20xx	<u>424.73</u>	7242504*	06/03/20xx	<u>7,500.00</u>
*Gap in check sequence								
			128,464.38 Total Checks Paid					
			128,464.38 Total Debits					

Date	Balance	Date	Balance	Date	Balance
06/03/20xx	0.00	06/13/20xx	0.00	06/24/20xx	0.00

06/12/20xx	0.00	06/21/20xx	0.00
.00 Average Daily Ledger Balance			

--- END OF REPORT ---

For more information on the DDA Cycled Statement report, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

Page 1 of 3

Account Number: 123-456789

Statement Start Date: 05/26/07
Statement End Date: 06/01/07

ANY CUSTOMER USA
PAYROLL ACCOUNT
ANY TOWN USA 123456

W0

For Customer Assistance:
Call your Customer Service Officer or Client Services
1-800-AT WELLS (289-3557)
5:00 AM to 6:00 PM Pacific Time Monday - Friday

Account Number	Beginning Balance	Ending Balance
WellsOne Account		
123-456789	0.00	0.00

News from Wells Fargo

Credits

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	May 29	3,017.91	ACH Returns - Any Customer USA - File 5252525252 Coid 5252525252
	May 29	6,628.89	Zero Balance Account Transfer From 987654321
	May 30	2,994.78	ACH Returns - Any Customer USA - File 5252525252 Coid 5252525252
	May 30	3,212.41	Zero Balance Account Transfer From 987654321
	May 31	13,194,889.21	ACH Origination - ANY CUSTOMER USA Payroll Dep - File 5252525252 Coid 5252525252
	May 31	13,208,541.02	Zero Balance Account Transfer From 987654321
	Jun 01	5,778.64	Zero Balance Account Transfer From 987654321
		26,425,062.86	Total Electronic Deposits/ Bank Credits
		26,425,062.86	Total Credits

Continued on next page

ANY CUSTOMER USA
PAYROLL ACCOUNT

Account Number: 123-456789
Statement End Date: 06/01/07

Debits

Electronic Debits/ Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
	May 31	13,194,889.21	ANY CUSTOMER USA Payroll Dep Dir Dep 070531 5252525252 Any Customer USA Universi
	May 31	13,194,889.21	ACH Origination - ANY CUSTOMER USA Payroll Dep - File 5252525252 Coid 5252525252
	May 31	2,000.00	ACH Origination - ANY CUSTOMER USA 118 - File 8888855555 Coid 5252525252
		26,391,778.42	Total Electronic Debits/ Bank Debits

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
7019390	May 31	13.60	7024123*	May 29	93.96
7019792*	May 29	13.50	7024125*	May 29	385.83
7019857*	May 29	51.60	7024137*	May 31	44.12
7020584*	May 29	135.13	7024159*	May 31	351.51
7020901*	May 29	1,051.80	7024172*	May 31	176.03
7020948*	May 30	92.62	7024174*	May 29	75.04
7021208*	May 30	9.94	7024189*	May 30	187.24
7021381*	Jun 01	36.14	7024190	May 30	145.20
7021776*	May 29	10.44	7024219*	May 30	209.87
7022506*	May 30	38.40	7024230*	May 29	80.24
7022589*	May 30	50.00	7024236*	May 29	77.78
7022814*	Jun 01	54.81	7024238*	May 30	58.33
7023044*	May 29	90.50	7024241*	May 31	95.29
7023212*	May 29	2,364.16	7024270*	Jun 01	61.41
7023348*	Jun 01	26.11	7024279*	May 29	522.95
7023373*	May 29	86.98	7024280	May 29	396.49
7023594*	May 29	36.94	7024285*	May 30	286.04
7023723*	May 29	559.04	7024295*	May 31	398.30
7023796*	May 30	144.22	7024296	May 31	425.42
7023815*	Jun 01	288.94	7024302*	May 29	296.31
7023864*	May 29	142.58	7024303	May 31	739.70
7023891*	Jun 01	166.10	7024306*	May 31	422.67
7023911*	May 29	19.38	7024307	May 31	917.57
7023924*	May 31	88.67	7024311*	May 29	59.45
7023928*	May 29	627.98	7024319*	May 31	281.93
7023969*	May 29	156.43	7024320	May 31	598.32
7023985*	May 30	298.93	7024321	May 31	177.86
7023996*	May 31	246.10	7024324*	May 31	493.02
7024019*	Jun 01	63.00	7024344*	May 31	123.63
7024026*	May 31	226.24	7024356*	May 29	316.78
7024030*	May 29	374.82	7024358*	May 29	295.54
7024058*	May 30	139.45	7024369*	May 29	234.19
7024060*	May 29	97.34	7024378*	May 31	209.23
7024073*	May 30	86.40	7024382*	May 31	244.82
7024083*	May 30	207.07	7024383	May 31	84.55
7024099*	Jun 01	133.63	7024398*	Jun 01	148.35

Continued on next page

Account Number: 123-456789

ANY CUSTOMER USA

PAYROLL ACCOUNT

Statement End Date: 06/01/07

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
7024399	May 30	121.39	7024473	May 31	233.17
7024400	May 31	317.88	7024482*	May 30	353.26
7024401	Jun 01	152.48	7024483	May 30	666.32
7024403*	May 31	165.06	7024486*	May 31	349.60
7024400	May 31	317.88	7024482*	May 30	353.26
7024401	Jun 01	152.48	7024483	May 30	666.32
7024403*	May 31	165.06	7024486*	May 31	349.60
7024404	Jun 01	157.68	7024504*	May 31	186.41
7024414*	May 31	117.76	7024506*	May 31	408.11
7024426*	May 31	136.46	7024507	May 30	364.98
7024427	Jun 01	245.50	7024508	May 30	355.17
7024448*	May 29	116.46	7024510*	May 31	442.15
7024453*	May 30	541.40	7024512*	May 29	535.34
7024454	May 31	49.69	7024535*	Jun 01	3,730.67
7024455	Jun 01	45.04	7024550*	May 30	1,850.96
7024456	May 29	276.98	7024551	May 31	1,612.30
7024468*	May 29	64.84	7024559*	May 31	671.15
7024470*	May 31	254.47	7024560	May 31	349.02
7024472*	Jun 01	220.42	7024572*	Jun 01	248.36

*Gap in check sequence 33,284.44 Total Checks Paid

26,425,062.86 Total Debits

Daily Ledger Balance Summary

Date	Balance	Date	Balance
May 25	0.00	May 31	0.00
May 29	0.00	Jun 01	0.00
May 30	0.00		
Average Daily Ledger Balance		0.00	

Thank you for banking with Wells Fargo.

Member FDIC

Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

WELLS
FARGO

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2008
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 #395-5009393 ON MARCH 20, 2008.

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily negative Coll	Negative Coll Use of Fund Rate	Service Charge
*395-5009393	Account name 1	143,645	143,645			171.85
530-0919074	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 06/03/08 1

continued on reverse side

Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2008
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 395-5009393	02/01/06	02/28/06	73,000.00	28	(506,290.32)	Balance Adjustment
	Account Total				(506,290.32)	
	Grand Total				(506,290.32)	

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

Officer: Smith, Lee
Phone No.: 555-555-1234

February 2008
Page 4 of 4

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
395-5009393	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 or visit www.wellsfargo.com/com.

wellsfargo.com/com

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TM-1185 - 03/09

Treasury Information Reporting

Intraday reports

Providing you timely notification of transactions that impact your bottom line

Treasury Information Reporting offers a variety of Intraday reports to help you make timely business decisions. Whether you need to know when a deposit hit your account or when a check is going to clear, you can determine your cash position whenever you need to, because the information is updated throughout the day. Delivered online through the *Commercial Electronic Office*® (CEO®) portal, the Intraday reports provide you convenient, customizable access to your transaction details. Choose the reports and extensive customization features to create a reporting package that fits your exact business requirements.

Treasury Information Reporting

Intraday reports include:

Cash Letter Detail. The report lists up-to-date float information for each deposit—how much is available immediately, in one day, or in two or more days. It also delivers detailed funds availability information on preencoded check deposits.

Intraday Composite report. This report provides a comprehensive picture of current-day—or not yet posted—information, including balances, transaction summaries, and transaction details for each account.

You can access a mobile version of the report through your smartphone or PDA at <https://ceomobile.wf.com>. Monitor key account and transaction information when you're away from your desk at meetings, airports, across town, or around the globe.

Intraday Position report. This report collects current-day—or not yet posted—balance, debit, and credit information for all the accounts you select. The report summarizes the activity of all types of transactions, including Automated Clearing House, cash letter, investments, lockbox, wire transfer, and other debits and credits.

Customizable options. Treasury Information Reporting allows you to:

- access information from the CEO home page via CEO report panels.
- tailor the report to include accounts you wish to see.

- choose the data fields you want and the order you want them to appear when you download reports using CSV or Microsoft® Excel.
- combine information from your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous-day account balance and/or transaction detail activity to Wells Fargo from participating financial institutions.
- save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized report templates.
- view a current picture of your overall cash position.
- reconcile your accounts. The reports include reference numbers, descriptions, and transaction codes for detail items to make reconciling easier.

Treasury Information Reporting technical specifications:

- View the reports in HTML or PDF formats.
- Download the Intraday Composite and Cash Letter reports in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention: Standard storage – seven days. Optional extended storage – 30, 60, or 90 days.

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Intraday reports (continued)

WELLS FARGO	06/18/20xx 11:18 AM ET	WIDGETS, INC.	
	CUSTOMER ID: TIR01	Intraday Composite Report	
	OPERATOR ID: OPER02	06/18/20xx	
	Commercial Electronic Office®	Treasury Information Reporting	

Note: Intraday information subject to change

Currency: USD	WELLS FARGO BANK, N.A.
Bank: 123456789	WIDGETS, INC.
Account: 12345	

Balances

Opening Ledger Balance	12,725,742.07
Opening Available Balance	8,834,248.07
Current Ledger Balance	5,702,308.05
Current Available Balance	1,802,921.66
One Day Float	3,894,993.53
Two + Day Float	4,392.86
Back Value Adjustment To Opening Ledger	.00
Back Value Adjustment To Opening Available	.00
Change In Available Balances Since Opening	-7,031,326.41
Today's Credits	2,435,547.06
Today's Debits	9,458,981.08
Total Number Credits	36
Total Number Debits	41

Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	26	1,117,323.92
Total Deposits	1	17,696.91
Total Wire Transfer Credits	9	1,300,526.23
Credit Totals	36	2,435,547.06

Type of Debit	Number of Items	Amount
Total Pre-Authorized ACH Debits	16	3,390,644.47
Total Wire Transfer Debits	25	6,068,336.61
Debit Totals	41	9,458,981.08

Credit Transactions

05/18/2001	301 / COMMERCIAL DEPOSIT	Credit Amount	40,179.29
	Cust Ref: 0000000000	Bank Ref: 170001 000151480481 CK	
	Float - Zero Day: .00 One Day: 56.00 Two+ Day: .00		
	COMMERCIAL DEPOSIT	Total Credit Amount:	40,174.29
	Float - Zero Day: 490.83 One Day: 39,683.46 Two+ Day: .00		
	Credit Total	Credit Amount:	2,435,547.06
	Float - Zero Day: 2,427,654.67 One Day: 3,499.53 Two+ Day: 4,392.86		

Debit Transactions

05/18/2001	301 / COMMERCIAL DEPOSIT	Debit Amount	3,634,067.44
	Cust Ref: COMPLETE	Bank Ref:	
	Wire Ref: 0144		
	Wells ref: 000777777777		
	333333333 FIRST UNION NATIONAL BANK AVONDALE, PA OBI=INNOW		
	E INCORPORATED RFG; CLIENT ID# 194288 /FTR/ BKK=FIRST UNION N		
	EWARK NJ BNF=1111111111111111 SEI FINANCIAL MANAGEMENT		
	Complete Timestamp 020618140307 (Time Released)		
	OUTGOING MONEY TRANSFER Total	Debit Amount:	6,068,336.61
	Debit total	Debit Amount	9,458,981.08

END OF REPORT



For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Treasury Information Reporting

Previous Day reports

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Treasury Information Reporting offers a variety of previous day reports to help you determine your cash position. Delivered online through the *Commercial Electronic Office*® (CEO®) portal, the Previous Day reports provide convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements.

Previous Day reports include:

Previous Day Composite. This report offers a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.

Express Balance. This report gives you a quick snapshot of your previous-day account balance information. See the balance data for each account, the total funds available, and a summary total of the debits and credits posted to your account.

Month-to-Date. This report provides a daily summary of account balances, aggregate float, and total transactions posted to each of your accounts for the month to date, prior month, or for a specific date range.

Multibank Status. This report lets you know when all of your bank accounts—including non-Wells Fargo and international accounts—have previous-day information available for you to review.

Sweep Account Position. For our *Stagecoach Sweep*® cash management service, customers who choose money market funds as their investment option, this report shows the investment balance for the prior day and allows you to track month-to-date dividend accruals. You can calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.

Customizable options. Treasury Information Reporting allows you to:

- Access information from the CEO homepage via CEO report panels.

- Tailor the reports to include only the accounts you wish to see.
- Choose the data fields you want and the order you want them to appear when you download reports using CSV or Microsoft® Excel.
- Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming data exchange transmission sends intraday and previous-day account balance and/or transaction detail activity to Wells Fargo from participating financial institutions.
- Select the details you want to see. Use a range of filter options to select a number of variables, including balance type, transaction criteria, transaction amount, and reference number on the Previous Day Composite report.
- Choose a reporting period by selecting either the previous processing day or any processing day within the last week, or enter beginning and ending dates.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized report templates.

Technical specifications:

- View the reports in HTML or PDF formats.
- Download the reports in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention: Standard storage—seven days; extended optional storage—30, 60, 90, or 120 days.

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Previous Day reports (continued)

WELLS FARGO

01/14/20XX 03:05 PM ET

CUSTOMER ID: WELLS

OPERATOR ID: HENRY

HENRY WELLS, INC.

Previous Day Composite Report

As of 01/14/20XX

Commercial Electronic Office®

Treasury Information Reporting

Currency: USD

Bank: 073000228

Account: 12344

WELLS FARGO BANK, N.A.

ABC Company

Balances

Closing Ledger Balance

Closing Collected Balance

Opening Available Balance

One Day Float

Two+ Day Float

MTD Average Closing Ledger Balance

MTD Average Closing Collected Balance

Total Credits

Total Debits

Total Number Credits

Total Number Debits

31,692.00

.00

190,510.68

16,292.00

15,400.00

20,531.15

.00

16,892.16

1,392.16

2

6

Credit Transactions

01/14/20XX 301 / COMMERCIAL DEPOSIT

Cust Ref: 0000000000

Float- Zero Day: .00 One Day: .00 Two+ Day: 15,500.00

Credit Amount:

Bank Ref: IA001738013593

15,500.00

01/14/20XX 347 / SWEEP PRINCIPAL SELL

Cust Ref: 0000000000

SWEEP TRANSFER FROM INVESTMENT

Credit Amount:

Bank Ref: IA022000000369

1,392.16

Credit Total

Credit Amount:

16,892.16

Debit Transactions

01/14/20XX 475 / CHECK PAID

Cust Ref: 00000011143

Credit Amount:

Bank Ref: IA001028322840

930.00

01/14/20XX 475 / CHECK PAID

Cust Ref: 00000011144

Credit Amount:

Bank Ref: IA001221471055

219.24

01/14/20XX 475 / CHECK PAID

Cust Ref: 00000011136

Credit Amount:

Bank Ref: IA001028319421

71.64

01/14/20XX 475 / CHECK PAID

Cust Ref: 00000011148

Credit Amount:

Bank Ref: IA001322198960

42.90

01/14/20XX 475 / CHECK PAID

Cust Ref: 00000011133

Credit Amount:

Bank Ref: IA000922298500

8.28

CHECK PAID TOTAL

Debit Amount:

1,272.06

A The Balances section contains all the balances for each account.

This information also appears on the TIR Express Balance report.

B Transaction details include posting date, BAI code and description, amount, bank ID, float, and any text about the transaction.

Debit check transactions have links to check images.

Note: It is recommended that you subscribe to 90-day extended storage for the Month-to-Date Balance report.

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Treasury Information Reporting

Originated ACH transaction reports

Helping you with financial decision making by providing timely ACH transaction reporting on your settlement accounts

The Wells Fargo Treasury Information Reporting service offers a variety of ACH reports—with many customizable features—to meet your payment transaction status needs. Whether you need the status of your ACH-originated transactions, a complete listing of activity affecting your settlement account, or information about originated transactions that were returned, we have the report to meet your ACH transaction needs. ACH reports are available online when you need them, from your desktop or laptop, by logging on to our *Commercial Electronic Office*® (CEO®) portal.

Originated ACH transaction reports include:

ACH Origination. With this report you can investigate ACH-originated transactions and confirm that the ACH transactions were processed. You can also view a list of ACH files, see detailed information about accepted or rejected transactions, and verify the origination of a particular transaction.

ACH Customer Activity. This report shows how ACH activity is affecting your settlement account. Your account information is updated by 5:00 a.m. each business day, so you can confirm that files and delete/reversal requests were received and processed. This report also matches adjustment activity to your bank statement and provides both a summary of all ACH settlement activity and a summary of return items and Notifications of Change (NOC).

ACH Return/NOC. This report provides detailed information on all returned ACH transactions. It automatically matches your return items to the original transactions. You can view a settlement summary or full details about each return, including transaction detail for ACH Returns both inside and outside the U.S., contested/corrected dishonored returns, NOCs, dishonored returns, redeposits, and refused NOCs.

Customizable options. Treasury Information Reporting allows you to:


- Quickly and easily access information from the CEO portal home page via CEO report panels.
- Choose a reporting period by selecting either the current processing day or any processing day within the last week, or by entering beginning and ending dates.
- Tailor the report to include only the information you want to see.
- You can choose the data fields you want and the order you want them to appear when you download them using CSV or Microsoft® Excel.
- Save your customization options. Each company user can save up to 100 customized report templates. You can also easily modify, rename, or delete report templates as your business needs change.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the reports in BAI V1 or V2, comma-delimited, or Microsoft® Excel formats.
- Retrieve all reports for seven days. Optional standard storage for the ACH Customer Activity report is available for 30, 60, 90, or 120 days of extended storage.

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Originated ACH transaction reports (continued)

	06/18/20xx 11:37 AM ET	WIDGETS, INC. ACH Origination Report 6/18/20xx	
	CUSTOMER ID: CUSTOMER01		
	OPERATOR ID: OPER02		
	Commercial Electronic Office®	Treasury Information Reporting	

Balances may not reflect historical adjustment activity.

Origination/Reject Summary File 1 Received At: 04:57 PM ET			
Batch/CCY: 1		Name: ACME CORPORATION	
File ID: GDZ000001		Effective Date: 05/15/2001	
Company ID: 11111111		Entry Class Description: CTX/CORP PYMNT	

Totals for file 1

Accepted Items:			
Number of Debits	Debit Amount	Number of Credits	Credit Amounts
0	.00	1	864.64

Rejected Items:			
Number of Debits	Debit Amount	Number of Credits	Credit Amount
1	21.00	0	

--End of Origination/Reject Summary

Reject Transaction Detail File 1 Received At: 04:57 PM ET			
Batch/CCY: 1		Name: ACME CORPORATION	
File ID: GDZ000001		Effective Date: 05/15/20xx	
Company ID: 11111111		Entry Class Description: CTX/CORP PYMNT	

21.00	REF1 R/TF	079883217	Individual Name:	0004600011834554547412
	Account Number:	11111	ID:	0211
	Account Type:	DDA	MICR Item:	N
			Trace Number	09445465580000
Reason: 6047	ITEM REJECTED - ORIGINAL TRACE SEQUENCE NUMBER NOT IN ASCENDING ORDER			

--End of Origination/Reject Summary

Origination Transaction Detail File 1 Received At: 04:57 PM ET			
Batch/CCY: 1		Name: ACME CORPORATION	
File ID: GDZ000001		Effective Date: 05/15/20xx	
Company ID: 11111111		Entry Class Description: CTX/CORP PYMNT	

Credit Amount Accepted Transaction Detail

864.64	REF1 R/TF	04300261	Individual Name:	
	Account Number:	1234567	ID:	043000261
	Account Type:	DDA	MICR Item:	N
			Trace Number	094454655800001

705ISA*00*00*1011176360022*12*6126678088*010521*21000010000002
7051*U00200*000000488*1*PGS*RA*176360022*6126678088*010521*2101*488*X*003030/ST000200000002
705*820*0000000002BPR*C*S80.85*C*ACH*CTX*01*091000019*DA*1860873645*1860873645*01*00030000000270504300
0261*DA*1234567*010604*VENIDTM*097*010521N1*PE*SDGE*1*006911457N1*PR*New 00400000002 705West
Energy*1*00691287702ENT*1IRMR*IV*7156609707010518**S80.85/REF*IK*715660970000500000002 7057010518
SE*9*000000002GE*1*488IEA*1000000488 000600000002

864.64	Credit Total for Batch 1
864.64	Credit Total for Batch 1
864.64	Credit Total for File 1
.00	Debit Total for File 1

--End of Origination/Reject Summary

-- END OF REPORT --

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Treasury Information Reporting

ACH Receive Report

Helping customers with financial decision-making by providing timely reporting on their incoming ACH transactions

The ACH Receive Report makes it easier to update your accounts receivable system as each transaction is individually listed along with identifying information received and the first addenda record. The ACH Receive Report is one of many Treasury Information Reports and is available online when you need it, from your desktop or laptop, by logging on to our *Commercial Electronic Office*® (CEO®) portal.

The ACH Receive Report includes:

Customized reporting options. Online delivery allows you to select and search only the accounts, dates and even the time frames you want to see. You can also add your ACH Receive Report to the CEO Reporting Panel, so you can see the information as soon as you log on to CEO portal.

Event messaging. Receive notice by email, text message or fax when intraday ACH activity is received with optional Event Messaging. Users can customize the event by account and dollar thresholds in addition to the standard Event Messaging delivery options. This time saving service eliminates the need to monitor your account activity online throughout the day.

Report templates. After you customize your report, you can save it as a report template and reuse it any time you want. Treasury Information Reporting lets each user in your company save up to 100 customized report templates. You can also easily modify, rename, or delete report templates as your business needs change.

Data retention. Standard storage: 7 days; optional extended storage: 30, 60, or 90 days

Report formats. HTML, PDF, BAI version II, Microsoft® Excel, CSV

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ACH Receive Report (continued)

WELLS FARGO	06/13/2002 11:18 AM ET		WIDGETS, INC.	
	CUSTOMER ID: TIR01		ACH Receive Report	
	OPERATOR ID: OPER02		As of 06/18/20XX	
Commercial Electronic Office*			Treasury Information Reporting	
Balances may not reflect historical adjustment activity.				
Currency: USD			WELLS FARGO BANK, N.A.	
Bank: 555555555			WIDGETS, INC.	
Account: 99999				
Credit Amount	Transaction Detail			
2,479,240.39	Entry Class/Description:	CCD/MEDICARE A	Individual Name:	NORTH HOSPITAL
	Sending Co Name:	MEDICARE A	ID:	240057
	Sending Company ID:	999999999	Discretionary Data	
2,319,464.47	Entry Class/Description:	CCD/MEDICARE A	Individual Name:	HAYES HOSPITAL
	Sending Co Name:	MEDICARE A	ID:	240038
	Sending Company ID:	666666666	Discretionary Data	
5.00	Entry Class/Description:	CCD/DEPOSIT	Individual Name:	MEDICAL SUPPLIES
	Sending Co Name:	CARD SERVICES	ID:	564657987168714
	Sending Company ID:	444444444444	Discretionary Data	
7,087,711.06	Credit Total for Account 99999 USD			
Debit Amount	Transaction Detail			
4,334,533.39	Entry Class/Description:	CCD/AUTOSETTLE	Individual Name:	ACH AUTO SETLMNT
	Sending Co Name:	SOUTH HOSPITAL	ID:	FILE 88888888888
	Sending Company ID:	22222222222	Discretionary Data	
	ACH ORIGATION - SOUTH HOSPITAL - FILE 88888888888 COID 2222222222 00046545645645			
4.00	Entry Class/Description:	NP DB FEE	Individual Name:	SMITH INDUSTRIES
	Sending Co Name:	GREEN CORP	ID:	03942-03948203948
	Sending Company ID:	33333333333	Discretionary Data	
9,883,465.63	Debit Total for Account 99999 USD			
-2,795,754.57	Account Net Total 99999 USD			
7,087,711.06	Currency Credit Total USD			
9,883,465.63	Currency Debit Total USD			
-2,795,754.57	Currency Net Total USD			
--- END OF REPORT ---				

For more information on Treasury Information Reporting services, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Commercial Electronic Office®

Treasury Information Reporting

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Whether your company needs comprehensive reports on domestic or international treasury activity, Wells Fargo Treasury Information Reporting (TIR) puts extensive, real-time information at your fingertips to help you make critical business decisions. Treasury Information Reporting delivers online automated, customizable information reporting for all your business activities via the award-winning *Commercial Electronic Office*® (CEO®) portal. With a single sign-on and just one password, you can view, print, and download your balances, transactions, and check images on selected reports for review in minutes, right on your desktop.

Treasury Information Reporting provides:

Customized reporting options. Our suite of reports allows you to select reports or statements to support your treasury management activity. Online delivery allows you to select and search only the accounts and dates you want to see.

Report templates. After you customize your report, you can save it as a report template and reuse it any time you want. Save up to 100 customized report templates. Templates may be modified at any time.

TIR Reporting and Account Balances panels. View critical account information as soon as you log on to the CEO portal. The panels provide the information you want to see from the reports you choose.

Intraday data availability. Many reports are updated several times throughout the day, ensuring that your transaction information is current.

Data Exchange. Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous-day account balance and/or transaction detail activity to Wells Fargo from participating financial institutions.

Images. You can view check images that have posted to your account by the next business day on several TIR reports.

Event Messaging. Receive proactive notification of time-critical information directly, via e-mail or fax, at whatever time you specify.

Self Administration. You can add new CEO portal users and administrators, reset passwords, disable users and add/modify existing user authorizations, and even add additional reports or features.

continued on reverse side

Treasury Information Reporting (continued)

	Report formats								
Report	HTML	PDF	Excel	CSV	BAI V2	Sort	Locationing	Select	With this report, you can ...
Previous Day Reports									
Express Balance ≈ #	Y	Y	Y	Y	N	N	N	N	Get a quick snapshot of your previous-day account balance information.
Month-to-Date Balance	Y	Y	N	N	N	N	N	N	View a daily summary of account balances; aggregate float; and total transactions posted to your account for the month to date, prior month, or for a specific date range.
Multibank Status	Y	Y	N	N	N	N	N	N	Check this report throughout the day to see which of your accounts has available previous-day information.
Previous Day Composite* ≈	Y	Y	Y	Y	Y	Y	Y	Y	Get a complete view of previous-day information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction.
Previous Day Return Item*	Y	Y	Y	Y	Y	Y	N	N	View details of returns after they are charged to your account. You can also view images of each return.
Sweep Account Position ≈	Y	Y	Y	Y	N	N	N	N	Monitor your line of credit, view your investment position for the next day, and see how sweep activity on <i>Stagecoach Sweep</i> ® transactions impacts your line of credit and track dividend accruals.
Intraday Reports									
Cash Letter Detail	Y	Y	N	N	N	Y	Y	N	Determine your exact cash position by viewing detailed funds availability information on preencoded check deposits.
Controlled Disbursement Detail	Y	Y	Y	Y	Y	Y	N	N	View in-depth transaction details for each of your controlled disbursement accounts. Use with the Controlled Disbursement Summary report to make better investment and borrowing decisions.
Controlled Disbursement Summary	Y	Y	Y	Y	Y	N	N	N	Identify excess funds by viewing a summary of the day's presentment and adjustment activity. Use with the Controlled Disbursement Detail report to help you make better investment and borrowing decisions.
Deposit Detail	Y	Y	Y	Y	N	Y	N	N	View all of your electronic deposits for a given day, all of the items in each deposit, and whether they were processed as checks, ACH-ARC, or ACH-POP transactions and are subject to adjustment.
EDI Payment Detail	Y	Y	Y	Y	Y	Y	N	Y	Receive ACH and EDI payment data from your trading partner in a comprehensive format.
Intraday Composite	Y	Y	Y	Y	Y	Y	Y	Y	Get a complete view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	Y	Y	N	N	N	N	N	N	View balance, debit, and credit information to help determine intraday cash position and make daily investment and borrowing decisions.
Intraday Return Item Detail	Y	Y	Y	Y	Y	Y	N	N	Access details of returned items before your account is charged for the returns.
Lockbox Availability	Y	Y	Y	Y	Y	N	N	N	Determine the funds availability information for all lockbox deposits. Use the report with the Lockbox Detail report to get faster access to your cash.
Lockbox Detail*	Y	Y	Y	Y	Y	N	N	N	See detailed information about received payments from your customers. You can also view images for each deposit. Use the report with the Lockbox Availability report to improve your cash management.
Wire Transfer Detail	Y	Y	Y	Y	Y	N	N	N	Get comprehensive detail of all outgoing and incoming funds transfers grouped by type: book transfers, Federal Reserve domestic wires, and international wires.
ACH Reports									
ACH Customer Activity	Y	Y	N	N	N	N	N	N	Access settlement information, adjustment detail, as well as a summary of return activity so you can make more informed decisions when managing your accounts.
ACH Origination	Y	Y	Y	Y	Y	Y	N	Y	Investigate ACH-originated transactions and confirm that the bank processed them.
ACH Receive	Y	Y	Y	Y	Y	Y	N	Y	View timely information about all received ACH transactions that will post at the end of the current day.
ACH Return/NOC	Y	Y	N	N	N	N	N	N	Get detailed information on all ACH transactions that were returned for any reason.
Statements									
ARP Statement	N	Y	N	N	N	N	N	N	Access your free ARP statement and 14 optional ARP reports for up to 12 months from the date of issue.
DDA Cycle Statement	Y	Y	Y	Y	Y	N	N	N	View your electronic statement of checking activity the day after your statement cycle closes.

* These reports allow you to view, print, and download images of debit check transactions.

≈ You can view sweep information on the Previous Day composite and Express Balance reports.

Also view balances in the Account Balances panel on the *CEO* homepage.

Treasury Information Reporting

Wire Transfer Detail report

Giving you comprehensive, current-day detail of all funds transfers

The Wire Transfer Detail report is a quick and efficient way to keep track of all your outgoing and incoming funds transfers. This report shows a comprehensive, current-day (not yet posted) detail of all outgoing and incoming funds transfers, conveniently grouped by type: book transfers, Federal Reserve domestic wires, and international wires, including SWIFT and CHIPS. The Wire Transfer Detail report is available whenever and wherever you need it via the Treasury Information Reporting service, the cash management and treasury services component of Wells Fargo's *Commercial Electronic Office*® (CEO®) portal.

Wire Transfer Detail report offers:

Current, accurate information. Account information is updated continuously throughout the day, ensuring up-to-date information regardless of when you access the reports. This report is often your first notice that you've received an incoming wire transfer.

Reduced risk of fraud. Wire transfers tend to be large-value transactions posing a serious risk of fraud. Run this report as often as necessary to see your funds transfer activity as soon as possible.

Validation of internal records. You can use the Wire Transfer Detail report to validate your internal records of outgoing wires as well as to verify that the bank processed all wires that day.

Proactive notification. When you sign up for the Event Messaging service, we will notify you via e-mail, text message, or fax whenever your Wire Transfer Detail report is ready for you to view.

Flexible delivery. The Wire Transfer Detail report is available via the CEO portal to view, print, or download in BAI V2, comma-delimited, or Microsoft® Excel formats.

A host of customization options. Tailor your report to meet your business requirements:

- **Select only the banks and accounts you want to see.**
Highlight the accounts you want, or, if you have a long list of accounts, use the filter feature to narrow the list.

- **Choose a reporting period.** Choose either the current business day, any business day within the last week, or enter custom beginning and ending dates. You can also enter a time range to see only those transactions within a specific time period.
- **Define the report content.** Include debits or credits, full transaction details, or subtotals. Or, select by a wire dollar amount or a range of dollar amounts.
- **View "Transactions Since Last Reported."** This useful feature allows you to view only those transactions that have been reported since your last report retrieval—helping to streamline your processes and save money.
- **Control how much detail you see.** Add details to your report, such as full text details associated with the wire, subtotals, or a summary of your customization selections.
- **Save your customization options.** After you tailor your reports to meet your business needs, you can save and reuse them. Each user in your company can save up to 100 customized report templates. You can also easily modify, rename, and delete report templates as your business needs change.

continued on reverse side

Wire Transfer Detail report (continued)



06/18/20xx 11:18 AM ET
CUSTOMER ID: TIR01
OPERATOR ID: OPER02

WIDGETS, INC.
Wire Transfer Detail Report
06/18/20xx

Commercial Electronic Office*

Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 55555555
Account: 99999

WELLS FARGO BANK, N.A.
WIDGETS, INC.

Credit Wire Amount	Process Date Time	Wire Service Wire Detail	Status
462,732.00	06/14/20xx 08:16 AM CT	From: FEDWIRE ROYAL BANK OF CANADA-PAYMENT CENTER BAYTEX ENERGY LTD N/A Corresponding Bank: N/A Wire Service Reference Number: 9999 Wells Message Number: 7777777777 PC Reference/Confirmation Number: 000000 Value Date: 06/18/20xx Text: 6666666666 FIRSTMERIT BANK, NA AKRON, OH 0158 ORG=FIRSTMERIT COMMERCIAL LNS TOW 24 OBI=B/O AQUA PRE OF LOOUISIANA 5701 MAIN STREET, SMALL CITY, LA 70123/FTR Completed Timestamp 020614140307	COMPLETE
462,732.00	Credit Subtotal for FEDWIRE		
462,732.00	Credit Total for Account 99999		

Credit Wire Amount	Process Date Time	Wire Service Wire Detail	Status
34,067.44	06/14/20xx 09:36 AM CT	To: FEDWIRE N/A FIRST AMERICAN TITLE ESCROW ACCOUNT 99999999 Corresponding Bank: N/A Wire Service Reference Number: 5555 Wells Message Number: 333333333333 PC Reference/Confirmation Number: 666666 Value Date: 06/14/20xx Text: 220222222 AMERICAN NTL BK & TR CO OF CHICAGO, CHICAGO, IL 111111 OBI=REFERENCE ESCROW NUMBER NA 11111 T RC BRITTAN ATT: M. REYNA /FTR/BNF=88888888 FIRST AMERICAN TITLE ESCROW ACCOUNT Completed Timestamp xx0614140307	COMPLETE
34,067.44	Debit Subtotal for FEDWIRE		
34,067.44	Debit Total for Account 99999		
462,732.00	Credit Total for Account 99999		
34,067.44	Debit Total for Account 99999		
428,664.56	Account Net Total		
462,732.00	Grand Total (Credit) For Currency (USD)		
34,067.44	Grand Total (Debit) For Currency (USD)		
428,664.56	Net Grand Total For Currency (USD)		

--- END OF REPORT ---

For more information on the Wire Transfer Detail report, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

wellsfargo.com/com

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TM-2164 - 02/10

Treasury Information Reporting

ARP statements and reporting

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your account reconciliation process (ARP) data

Treasury Information Reporting offers a variety of online ARP statements and reports to help you reconcile your accounts. Delivered online through the *Commercial Electronic Office*® (*CEO*®) portal, ARP reports provide you with convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements. Through Treasury Information Reporting, you can access your ARP statements, get 14 optional ARP reports, and perform intracycle queries on your ARP data. Since the reports are available through the *CEO* business portal, you can get information whenever and wherever you want.

ARP statements and reports include:

ARP statements and reports. Access your ARP statements and 14 off-cycle optional reports in PDF format, free of charge. Or choose just the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel.

ARP query report. Perform a query of your ARP data and download the results in CSV or Excel.

Custom reporting options. You can select up to 14 optional reports, eliminating the need to go through the entire statement to find information on specific types of transactions. When you download your reports in CSV or Excel, you can select just the columns of data that you need.

Previous statement periods. You can access your statements and reports from previous statement cycles. If you require longer retention, you can save the statements and reports to your PC or archive them to CD-ROM.

CEO Reporting Panel. Access ARP statements you customized and saved directly from the *CEO* home page via the *CEO* Reporting Panel.

Data retention. Receive regular reports and statements.

- ARP statements and reports (PDF): 12 rolling months.
- ARP statements and reports (CSV and Excel): 12 rolling months.
- ARP query report: Two statement cycles plus the current cycle.

Report formats. PDF, Excel, CSV.

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ARP statements and reporting (continued)

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-xx PAGE 1	
P.O. BOX 63x030 SAN FRANCISCO, CA 94163		WIDGETS, INC PAYROLL ACCOUNT		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 1111 999999		BANK: 00182		REPORT LIST & ARP CODE GLOSSARY PERIOD: 10-01-xx TO 10-31-xx	
REPORT NAME	TYPE	MEDIA	DELIVERY CYCLE	CONTENT DESCRIPTION	
DETAIL CREDITS	STANDARD	PAPER		REPORTS ALL CREDIT TRANSACTIONS	
RECONCILEMENT DETAIL	STANDARD	PAPER		REPORTS ALL STOPS,CANCELS,VOIDS AND EXCEPTION CHECK ACTIVIT	
DETAIL CHECKS	STANDARD	PAPER		REPORTS ALL POSTED CHECKS, REVERSED CHECKS AND STOP PAYMENT	

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-xx PAGE 6	
ACCOUNT: 1111 999999		BANK: 00182		DETAIL CHECKS PERIOD: 10-01-xx TO 10-31-xx	
SERIAL	ISSUE	POSTED	AMOUNT CODE	SERIAL	ISSUE POSTED AMOUNT CODE
25857	10-04-xx	976.69	REV/CK	92696	7-12-xx 7-19-xx 137.14 STOP/BI
79195		87.50	STOP/EXP	92726	7-12-xx 204.08 O
79195	9-08-xx 10-10-xx	87.50	CANCEL/B	92727	7-12-xx 239.56 O
79846	10-20-xx 11-01-xx	288.60	STOP/I	92738	7-12-xx 401.34 O
80742	12-01-xx 12-05-xx	322.11	STOP/BI	92761	7-12-xx 7-19-xx 319.34 STOP/BI
80926	12-01-xx 12-11-xx	277.29	STOP/BI	92795	7-12-xx 10-15-xx 480.98
81xx3	12-15-xx 12-21-xx	577.82	STOP/BI	92812	7-12-xx 35.57 O
81xx4	12-15-xx 12-26-xx	842.34	STOP/I	92918	7-26-xx 7-30-xx 371.07 STOP/BI
81316	12-15-xx 1-19-xx	1,389.47	STOP/I	92935	7-26-xx 7-29-xx 1,490.11 STOP/BI
81547	12-29-xx 1-05-xx	910.67	STOP/BI	93007	7-26-xx 10-04-xx 116.71

WELLS FARGO BANK, NA		STATEMENT OF ACCOUNT		PRINTED: 11-01-xx PAGE 17	
ACCOUNT: 1111 999999		BANK: 00182		RECONCILEMENT PERIOD: 10-01-xx TO 10-31-xx	
AMOUNT		ACTIVITY-----		BALANCE-----	
		COUNT	AMOUNT	COUNT	
PREVIOUS OUTSTANDING CHECKS		94	34,487.15		
ISSUES THIS CYCLE		467	284,864.xx		
ISSUES CANCELLED		<3>	<2,247.29>		
MATCH PAYS THIS CYCLE		<483>	<299,289.87>		
PRIOR PAYMENTS		<0>	<0.00>		
PRIOR STOP/NIS		<0>	<0.00>		
STOP/IS THIS CYCLE		<0>	<0.00>		
STOP/IS EXPIRED		1	87.50		
STOP/IS RELEASED		0	0.00		
ENDING OUTSTANDING CHECKS		76	17,901.51		
PREVIOUS STOP PAYMENTS		37	17,563.75		
STOP/IS THIS CYCLE		0	0.00		
STOP/IS EXPIRED		<1>	<87.50>		
STOP/IS RELEASED		<0>	<0.00>		
STOP/NIS THIS CYCLE		0	0.00		
STOP/NIS EXPIRED		<0>	<0.00>		
STOP/NIS RELEASED		<0>	<0.00>		
ENDING STOP PAYMENTS		36	17,476.25		
PREVIOUS INNRS		0	0.00		
INNRS THIS CYCLE		0	0.00		
PRIOR PAYMENTS		<0>	<0.00>		
INNRS DELETED		<0>	<0.00>		
INNRS REVERSED		<0>	<0.00>		
ENDING INNRS		0	0.00		
CHECKS THIS CYCLE		486	3xx,497.91		
REVERSED CHECKS		3	3,208.04		
VOIDS THIS CYCLE		0	0.00		
CANCELS WITHOUT ISSUES		0	0.00		

--- END OF REPORT ---

For more information on ARP statements and reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

Account Reconciliation Plan (ARP) service

ARP optional reports

Helping you make better-educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your ARP data

Choose from 14 optional ARP reports—available on an ongoing or as-needed basis—that focus on specific portions of your statement. Our ARP reports allow you to review information and research transactions quickly and easily, helping you eliminate time-consuming searches.

ARP optional reports offer:

Detailed transaction data in 14 specific areas. The areas include paid checks, posted items, outstanding checks, deposit locations, credits, bank-originated entries, stop payments, reversed checks, issue notices not received, voids and cancels, issues this cycle, unpaid checks, matched paid items, and prior payments.

Convenient and timely delivery. Reports can be delivered online through the *Commercial Electronic Office® (CEO®)* portal, via transmission, or on paper. They can be delivered

with your standard statement or on a regular daily, weekly, monthly, or twice-monthly schedule. You may also request reports at any time during the month on a one-time-only basis. Turnaround time on special requests is one business day.

Sorting to match your needs. At no extra charge, we will group, sort, and subtotal activity on your ARP statement and optional reports by a variety of information fields to match your accounting system or management information needs. The default order is by serial number, then by posted date.

Sample reports:

Paid Checks. This report identifies which checks have been paid, calculates their total value, and provides a simple means of investigating “checks paid” discrepancies between your bank statement and internal accounting records.

WELLS FARGO			ACCOUNT RECONCILEMENT			PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222			PAID CHECKS REPORT			PERIOD: 05-31-08 TO 05-31-08			
SERIAL		ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION				
450201004			5-31-08	20.00	INNR				
450201005			5-31-08	200.00	INNR				
4050101002		5-30-08	5-30-08	100.00					
4050101004		5-30-08	5-30-08	20.00					
4050101005		5-30-08	5-31-08	200.00					
4050201001			5-31-08	10.00					
4050201002			5-31-08	109.00	INNR				
4050201003			5-31-08	1,000.00					
8				1,659.00	TOTAL				

continued on next page

ARP optional reports (continued)

Posted Items Listing. This report summarizes all transactions (including detail checks, detail other debits, and detail credits) that are posted to your account (initiated by either you or Wells Fargo) during the accounting period you select.

WELLS FARGO			ACCOUNT RECONCILEMENT		PRINTED: 06-30-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163					TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222			POSTED ITEMS LISTING		PERIOD: 05-31-08 TO 06-30-08			
SERIAL AS/OF POSTED			AMOUNT TRANSACTION DESCRIPTION					
450101004 5-30-08 5-31-08			20.00 REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101004 OURREF: 8-30-00 0000000					
450101005 5-30-08 5-31-08			200.00 REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101005 OURREF: 8-30-00 0000000					
450201004 5-30-08 5-30-08			20.00 INNR					
450201005 5-30-08 5-30-08			200.00 INNR					
1400076517 5-31-08			1,330.00 ZERO BALANCE ACCOUNT TRANSFER FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999 00076517					
4050201002 5-30-08 5-31-08			100.00					
4050201002 5-30-08 5-31-08			109.00 REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00 0000000					
4050101004 5-30-08 5-31-08			20.00					
4050101005 5-30-08 5-31-08			200.00					
4050201001 5-31-08			10.00					
4050201002 5-31-08			109.00 INNR					
4050201003 5-31-08			1,000.00					
8			1,659.00 TOTAL DEBITS & CR.REV.					
4			1,659.00 TOTAL CREDITS & DR. REV.					

Note: This sample Posted Items Listing report reflects activity for a Full Reconciliation account.

Outstanding Checks.* This report provides a complete, detailed listing of all outstanding checks for the accounting period you have specified by summarizing your outstanding checks as of your statement date.

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222		OUTSTANDING CHECKS REPORT				PERIOD: 0-00-00 TO 05-06-08			
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-3-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-3-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-3-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 3
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00	TOTAL				5,210.00	TOTAL	

Deposit Location. This report includes four sections:

- Deposit Detail—lists all deposit-related transactions for each location.

WELLS FARGO			ACCOUNT RECONCILEMENT		PRINTED: 06-05-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222			DEPOSIT DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08	
LOC REF	POSTED	AS OF TYPE	AMOUNT	TRANSACTION DESCRIPTION		
1	5-09-08	C	400.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123		
1	5-09-08	C	500.00	DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX123		
1	5-09-08	D	50.00	RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1		
				SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001		
1	5-12-08	C	400.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12		
1	5-12-08	C	500.00	CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12		
1	5-06-08	D	1.00	MERCHANT BNKCD FEE 050902 XXXXXXXXX999 STORE #11113111249 XXXXXXXXX999+		
				ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX		
1	5-06-08	C	50.00	MERCHANT BNKCD DEPOSIT 050902 XXXXXXXXX999 STORE #1 XXXXXXXXX XXXXXXXXX99		
1	5-29-08	C	5.00	AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXXX99 STORE 001 XXXXXXXXX99XXXXXXXXX XXXXXXXX		
				9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX		
CREDITS:	6	TOTAL	1,860.00			
DEBITS:	2	TOTAL	56.00			
TOTAL:	8	TOTAL	1,804.00	FOR LOCATION: STORE #1		

- Return Detail—lists only returned deposited items.

WELLS FARGO			ACCOUNT RECONCILEMENT		PRINTED: 06-05-08		PAGE 2	
P.O. BOX 63020 SAN FRANCISCO, CA 94163			ABC CORPORATION		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222			RETURNED DETAIL REPORT		PERIOD: 5-01-08 TO 5-31-08			
LOC REF	POSTED	AS OF TYPE	AMOUNT TRANSACTION DESCRIPTION					
1	5-09-08	D	50.00 RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001					
TOTAL:	1	TOTAL	50.00 FOR LOCATION: STORE #1					

*These reports are not available with Partial ARP.

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TM-2203 - 02/10

ARP optional reports (continued)

- **Deposit Recap**—summarizes total deposit-related transactions by location by day.

WELLS FARGO	ACCOUNT RECONCILEMENT ABC CORPORATION DEPOSIT RECAP REPORT	PRINTED: 06-05-08	PAGE 3
P.O. BOX 63020 SAN FRANCISCO, CA 94163		TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222		PERIOD: 5-01-08 TO 5-31-08	
DATE # ITEMS AMOUNT			
5-06-08 2 49.00			
5-09-08 3 650.00			
5-15-08 4 900.00			
5-29-08 1 5.00			
5-30-08 1 15.00			

TOTALS 11			
1,819.00 FOR LOCATION: STORE #1			

- **Deposit Summary**—summarizes all activity by location, and lists any locations without activity for the period.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 06-05-08	PAGE 4
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	DEPOSIT SUMMARY REPORT	PERIOD: 5-01-08 TO 5-31-08	
LOCATION #	LOCATION NAME	# ITEMS	AMOUNT
1	STORE #1	11	1,819.00
CREDITS: 8	TOTAL	1,875.00	
DEBITS: 3	TOTAL	56.00	
TOTAL: 11	TOTAL	1,819.00 FOR CURRENT ACTIVITY PERIOD	
NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD			
2	STORE #2		
3	STORE #3		

Credits. This report provides a detailed listing of credits and credit reversals. It allows you to sort and subtotal credit transactions to accommodate your specific accounting requirements.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	CREDITS REPORT	PERIOD: 04-28-08 TO 05-28-08	
SERIAL	AS/OF	POSTED	AMOUNT TRANSACTION DESCRIPTION
		5-01-08	100,000.00 EURO DOLLAR SWEEP CREDIT FROM 0000000000 STORE #1 SUB ACCT 00000XXXXX6789
		5-06-08	200,000.00 WT SEQ#12345 ABC CO /ORG-ABC INC SRF#IN0XXXXXXX999 TRN XXXXX12345 RFB# 000000099
		5-20-08	200,000.00 WT SEQ#12345 ABC CO /ORG-ABC INC SRF#IN0XXXXXXX999 TRN XXXXX12345 RFB# 000000099
		5-06-08	1,000.00 DEPOSIT
		5-06-08	2,000.00 WHOLESALE LOCKBOX DEPOSIT
		5-06-08	3,000.00 WHOLESALE LOCKBOX DEPOSIT
		5-01-08	100.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
		5-08-08	200.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
		5-13-08	300.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
		5-13-08	400.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
		5-19-08	500.00 Cash Only Customer Deposit FROM 0000000001 STORE #1 SUB ACCT 0000099
		5-01-08	100.00 DEPOSIT
		5-07-08	200.00 DEPOSIT
XXXX999		5-23-08	50.00 MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999
XXXX999		5-26-08	100.00 MERCHANT BNKCD DEPOSIT 050922 XXXXXXXX999 BEMIDJ11680338392 XXXXXXXX999
XXXX555		5-27-08	1.00 DISCOVER NETWORK SETTLEMENT 050925 XXXXXXXX555ABC HEALTHCARE XXXXXXXXXX XXXXXXXX555
XXXX555		5-21-08	15.00 DISCOVER NETWORK SETTLEMENT 050920 XXXXXXXX555ABC HEALTHCARE XXXXXXXXXX XXXXXXXX555
32100000		5-26-08	100.00 09/26BANKCARD DEPOSIT -XXXXX3210
32100000		5-13-08	200.00 09/13BANKCARD DEPOSIT -XXXXX3210
XXXXXX456		5-02-08	5,000.00 AMERICAN EXPRESS SETTLEMENT 050902 XXXXXXX456 ABC INC XXXXXXX456XXXXXX250 XXXXXXX456
XXXXXX456		5-26-08	5,000.00 AMERICAN EXPRESS SETTLEMENT 050924 XXXXXXX456 ABC INC XXXXXXX456XXXXXX250 XXXXXXX456
XXXXXX999		5-20-08	20,000.00 CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXX456
XXXXXX999		5-01-08	50,000.00 CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXX456
XXXXXX123		5-15-08	50,000.00 ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 STORE #1 SUB ACCT 00000XXXXXX123
23			438,266.00 TOTAL CREDITS
0			0.00 TOTAL CREDITS REVERSALS
23			438,266.00 TOTAL NET CREDITS

Bank Originated Entries. This report delivers a complete, detailed listing of all debit and credit transactions initiated by Wells Fargo.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08	PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 222222	BANK ORIGINATED ENTRIES	PERIOD: 04-28-08 TO 05-28-08	
SERIAL	AS/OF	POSTED	AMOUNT TRANSACTION DESCRIPTION
		4-29-08	268.07 BC
		4-29-08	294.10 BC
		5-15-08	339.96 BC
		5-15-08	339.96 BC
		4-29-08	474.98 BC
		5-21-08	608.62 BC
		5-21-08	608.92 BC
		4-28-08	833.72 BC
		4-31-08	1,330.00 BC
		5-08-08	13,198.54 BD
		5-01-08	13,498.27 BD
		5-15-08	16,974.03 BD
		5-13-08	30,623.71 BD
		5-21-08	37,523.87 BD
		4-29-08	44,385.66 BD
6			156,204.10 TOTAL DEBITS & CR. REV.
9			5,098.33 TOTAL CREDITS & DR. REV.

ARP optional reports (continued)

Stop Payments. This report gives you a detailed listing of all stop payments, including stop payment renewals, releases, and expirations.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION STOP PAYMENTS REPORT						PRINTED: 05-30-08			PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163									TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222									PERIOD: 04-28-08 TO 05-28-08					
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO			
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI				
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI				
3051100726	9-13-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI				
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI										
6			2,086.21	TOTAL NEW STOP PAYMENTS										
6			2,086.21	TOTAL STOP PAYMENTS										
1			668.96	STOP PAY RELEASES										

Reversed Checks.** This report provides you with a list of checks that were reversed during the current statement cycle due to posting errors, such as dollar values that do not match your register. Reversed Issue Notices Not Received (INNRS) are also listed. Bank-originated entries are excluded from the report.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION REVERSED CHECKS REPORT			PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163						TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222						PERIOD: 05-31-08 TO 05-31-08			
SERIAL REVERSED POSTED			AMOUNT	TRANSACTION DESCRIPTION					
450101004 5-31-08 5-30-08			20.00	REV/CK					
450101005 5-31-08 5-30-08			200.00	REV/CK					
4050101002 5-31-08 5-30-08			109.00	REV/CK					
3			329.00	TOTAL REVERSED CHECKS					
0			0.00	TOTAL REVERSED INNRS					

Issue Notices Not Received.** This report helps you identify accounting discrepancies between your books and your bank statement by focusing on checks paid during the current statement cycle for which Wells Fargo did not receive an issue notice or could not match to your register.

WELLS FARGO		ACCOUNT RECONCILEMENT ABC CORPORATION ISSUE NOTICES NOT RECEIVED		PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 22222				PERIOD: 05-31-08 TO 05-31-08			
SERIAL		POSTED	AMOUNT	TRANSACTION DESCRIPTION			
450101004		5-31-08	20.00	INNRR			
450101005		5-31-08	200.00	INNRR			
4050101002		5-31-08	109.00	INNRR			
3			329.00	TOTAL			
			0.00	TOTAL			

VOIDS and CANCELS.* This report gives you a complete list of all checks that have either been canceled or voided as of the date indicated on the report.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION VOIDS AND CANCELS REPORT				PRINTED: 05-06-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163							TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222							PERIOD: 05-06-08 TO 05-06-08				
SERIAL			ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION					
3051101001			5-03-08	5-06-08	10.00	CANCL/I					
3051101002			5-03-08	5-06-08	100.00	CANCL/I					
3051101003			5-06-08		0.00	VOID					
1					0.00	TOTAL VOIDS					
2					110.00	TOTAL CANCELS/I					
0					0.00	TOTAL CANCELS/NI					

*These reports are not available with Partial ARP.

**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

continued on next page

ARP optional reports (continued)

Issues This Cycle.* This report recaps your checks-issued information as received by Wells Fargo and is helpful in identifying “checks issued” input errors, as well as the cause of “checks issued” versus “checks paid” differences (INNR activity).

WELLS FARGO		ACCOUNT RECONCILEMENT ABC CORPORATION ISSUES THIS CYCLE REPORT				PRINTED: 05-31-08		PAGE 1							
P.O. BOX 63020 SAN FRANCISCO, CA 94163						TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2									
ACCOUNT: 4999 222222						PERIOD: 05-31-08 TO 05-31-08									
SERIAL		ISSUE		AMOUNT CODE		OPTIONAL INFO		SERIAL		ISSUE		AMOUNT CODE		OPTIONAL INFO	
4050201001		5-30-08		10.00 0		PAYEE NAME 1		4050201004		5-30-08		20.00 0		PAYEE NAME 4	
4050201002		5-30-08		100.00 0		PAYEE NAME 2		4050201005		5-30-08		200.00 0		PAYEE NAME 5	
4050201003		5-30-08		1,000.00 0		PAYEE NAME 3									
5				1,330.00		TOTAL									

Unpaid Checks.* This report provides a detailed listing of transactions that do not affect your account’s ledger balance, such as voids, cancellations, stop payments, and outstanding items. Totals for stops and outstanding checks reflect cumulative balances. Totals for voids and cancels represent the current statement cycle’s activity.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION UNPAID CHECKS REPORT					PRINTED: 05-05-08 PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163								TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222								PERIOD: 5-05-08 TO 5-05-08			
SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO
3051101001	5-05-08		10.00	0		3051201005	5-05-08		200.00	0	
3051101002	5-05-08		100.00	0		3051201008		5-05-08	10.00	0	STOP/NI
3051101003	5-05-08		1,000.00	0		3051301001	5-05-08		10.00	0	
3051101004			20.00	0		3051301002	5-05-08		100.00	0	
3051101005			200.00	0		3051301003	5-05-08		1,000.00	0	
3051201001			10.00	0		3051301004	5-05-08		20.00	0	
3051201002			100.00	0		3051301005	5-05-08		200.00	0	
3051201003			1,000.00	0		3051301006	5-05-08	5-05-08	10.00	0	CANCL/NI
3051201004			20.00	0		3051301007	5-05-08		0.00	0	VOID
15			3,990.00		TOTAL OUTSTANDINGS						
2			10.00		TOTAL CANCELS & VOIDS						
1			10.00		TOTAL STOP PAYMENTS						

Matched Paid.** This report delivers a detailed list of every check that has been paid during the current statement cycle and matched with one of your check registers to help simplify your account reconciliation process.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION MATCHED PAID REPORT			PRINTED: 05-31-08		PAGE 1	
P.O. BOX 63020 SAN FRANCISCO, CA 94163						TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 4999 222222						PERIOD: 5-31-08 TO 5-31-08			
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION					
4050101002	5-30-08	5-31-08	100.00						
4050101004	5-30-08	5-31-08	20.00						
4050101005	5-30-08	5-31-08	200.00						
4050201001	5-30-08	5-31-08	10.00						
4050201003	5-30-08	5-31-08	1,000.00						
5			1,330.00	TOTAL					

Prior Payments.* This report helps you effectively manage and reduce your Issue Notices Not Received (INNR) balance by identifying the checks paid by Wells Fargo during a previous statement cycle but received as an issue during the current cycle.

WELLS FARGO			ACCOUNT RECONCILEMENT ABC CORPORATION PRIOR PAYMENTS REPORT			PRINTED: 05-31-08			PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163						TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222						PERIOD: 5-01-08 TO 5-31-08					
SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE		
216524	5-12-08	5-31-08	11,539.59	PRIORPAY	216527	5-23-08	5-31-08	421.76	PRIORPAY		
2			11,961.35	TOTAL							

*These reports are not available with Partial ARP.

**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

For more information on the ARP service, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

wellsfargo.com/com

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TM-2203 - 02/10



Commercial Account Agreement

Effective October 1, 2014

Table of Contents

I. Terms Applicable to All Commercial Deposit Accounts	6
Introduction	
Defined Terms	
Affiliate.....	6
Authorized Signer	6
Business Day	7
Collected Balance	7
Commercial Deposit Account	7
Deposit Float	7
Deposited Item	7
Investable Balance	7
Item	7
Ledger Balance	8
Overdraft	8
Paper Item	8
Service	8
Arbitration Agreement	
Agreement to Arbitrate	8
Governing Rules	8
No Waiver of Self-Help or Provisional Remedies	9
Arbitrator Qualifications and Powers	9
Discovery	10
Class Actions and Consolidations	10
Payment of Arbitration Costs and Fees	10
Miscellaneous	11
Statements and Other Account-Related Information	
Mailing Statements and Other Account-Related Information to Company	11
Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors	11
Returned, Unclaimed Statements or Other Account-Related Information	12
Address Changes for Statements for Company's Account and Other Account-Related Information	12
Notices and Other Mail	13

Contacting Company Regarding Servicing and/or Collections.....	13
Electronic Communications	13
Fraud Prevention	
Protection Against Unauthorized Items	14
Lost or Stolen Paper Items; Unauthorized Items	14
Preventing Misuse of Company's Account	15
Claim of Unauthorized Transactions; Bank's Rights and Liability	
Investigation by Bank; Company's Agreement to Cooperate	16
Standard of Care	16
Limitation of Liability; Indemnification	16
Adverse Claims	17
Legal Process	17
"Freezing" Company's Account	17
Force Majeure	17
Company's Insurance Coverage	18
Substitute Checks	
Deposits to Company's Account	
General	18
Collection Items	19
Endorsements	19
Material Appearing on the Back of Items; Check Legends	19
Breach of Warranties	19
When Deposits are Credited to Company's Account	20
Company's Use of Funds	20
Deposits at Affiliates	20
Deposits of Non-U.S. Items	20
Acts and Omissions of Other Financial Institutions	21
Deposited Items Returned	21
Direct Deposits Returned by Bank	22
Reconstructing Lost or Destroyed Deposited Items	22
Withdrawals from Company's Account	
Determining Company's Account's Balance;	
Debiting Company's Account	22
Order of Posting; Categories of Items	23
Relation between posting orders & overdrafts/returned item.....	24
Paper Items Presented Over-the-Counter for Payment by a	
Non-Customer	24

Large Cash Withdrawals	25
Withdrawals at Affiliates	25
Items Resulting From Company's Disclosure of Company's	
Account Number	25
Missing Signatures; Alterations; Forgeries	25
Dates and Special Instructions on Paper Items	26
Facsimile or Mechanical Signatures	26
Consumer ACH Debit Entries	26
Stop Payment Orders; Notices of Post-Dating	
General	26
Content of Stop Payment Order	27
Effective Period of Stop Payment Order; Renewal; Revocation	27
Liability to Holder in Due Course	27
Paper Items Paid Over Valid Stop Payment Orders	27
Overdrafts; Security Interest; Bank's Right to Setoff	
Overdrafts and Insufficient Funds	28
Security Interest; Bank's Right to Setoff	28
Bank Fees and Expenses	
General	29
Payment of Bank Fees and Expenses; Finance Charges	29
Earnings Allowance	30
Recoupment Fee	30
Bank's Use of Funds	30
Checking Subaccounts	
Miscellaneous	
Acceptable Form of Paper Items; Document and Image Quality	31
Closing Company's Account	31
Contract Language	32
Credit Reports	32
Dormant and Unclaimed Accounts	33
Entire Agreement; Headings; No Third Party Beneficiary	33
Laws Governing this Agreement	33
Minimum Balance Requirements; Other Restrictions	34
Modification of Agreement; Account Conversion	34
Monitoring and Recording Communications	35
No Fiduciary Relationship	35
Reliance on Bank's Records	35

Reordering Checks	35
Restricted Transactions	35
Transferring an Interest in Company's Account	35
II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts	36
Interest-Bearing Accounts	
Variable/Fixed-Rate Accounts	36
Method Used to Calculate Earned Interest	36
Interest Accrual	36
Compounding and Crediting	36
Target Balance Accounts	36
Interest Adjustments	37
Tax Identification Number Certification	37
Commercial Savings Accounts	
Bank's Right to Require Notice	38
Regulation D savings account transaction limit and other limited activity.....	38
Commercial Time Accounts	
General	39
Certificated Time Accounts	39
Maturity Date	39
Time Requirements	39
Payment of Interest	39
Additional Deposits	40
Withdrawal of Interest Prior to Maturity	40
Renewal Policies	40
Early Withdrawal Fee	40
III. Funds Transfers	41
General	41
Notice of Receipt of Funds	41
Reliance on Identification Numbers	41
Duty to Report Unauthorized and Erroneous Fund Transfers	41
Erroneous Payment Orders	42
Automated Clearing House (ACH) Transactions	42
IV. Selected Services	42
Stagecoach Deposit® – ATM Deposit Only Card Service	42
Stagecoach Deposit® – Post Verify Service	43

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" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and electronic transactions including Automated Clearing House (ACH) and wire transfers.

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 endorser 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).

If there are multiple transactions, the transactions will be sorted and 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.

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 Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity

Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:-

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:

Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and

transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is \$10 per excess transaction.

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.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is \$100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, one month's interest is equal to one year's interest, at the interest rate in effect at the time of withdrawal, divided by 12. The amount of the early withdrawal fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early

withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

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.





Treasury Management Product Enrollment

Customer Information

Customer Name	City of Riviera Beach	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)	TIN(s)
City of riviera beach	00000000

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.*

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 Reimbursement.**
 - 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 reimburse Bank, its directors, officers, employees and agents for 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.

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 #	

COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Commercial Depository service ("Service") and includes:

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

RETURNED ITEM SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

CASH LETTER SERVICE DESCRIPTION



1. **Introduction.** This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Cash Letter 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 present cash letters ("Cash Letters") to Bank containing pre-encoded and properly endorsed U.S. dollar checks drawn on Bank or other U. S. domestic financial institutions (each a, "Check") which conform to all applicable requirements imposed by the Federal Reserve Banks and Bank's Cash Letter User Guide. Bank will deposit the aggregate amount of Checks contained in a Cash Letter into Company's deposit account with Bank designated in such Cash Letter in accordance with the provisions of the account agreement governing the account.
3. **Encoding Responsibilities.** Company is responsible for accurately encoding the dollar amount on each Check presented with a Cash Letter. The dollar amount and applicable paying bank or nonbank payor routing number must be printed on each Check in Magnetic Ink Character Recognition ("MICR") numbers. The form, content and placement of this MICR printing must conform to all applicable technical standards established by the American National Standards Institute and the American Bankers Association ("Industry Standards").
4. **Service Charges and Collected Funds Availability for Reject Items.** Checks contained in Cash Letters which are rejected by Bank's processing equipment because they have not been encoded in accordance with Industry Standards or which require repair and/or reentry (each, a "Reject Item") are subject to a per-Check service charge. The service charge is assessed for those Reject Items exceeding one percent (1.0%) of the total volume of Checks deposited in an individual Cash Letter. In addition, all Reject Items will be made available as collected funds one Business Day after they otherwise would have been made available under the applicable collected funds schedule.
5. **Liability; Indemnification.** In addition to the limitation of liability and indemnification provisions set forth in the Master Agreement, Bank will not be liable for, and Company will indemnify and hold Bank, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses paid or suffered or incurred by any such indemnified party arising directly or indirectly as a result of or in connection with: (a) Bank's processing of photocopies of Checks from a Cash Letter, (b) Bank's return unpaid of any Check in a Cash Letter, (c) Bank's not notifying Company of any returned Check that is represented and then paid as provided in the Cash Letter User Guide, (d) the late reclamation of any returned Check caused by Bank's depositing the Check more than once in accordance with the Cash Letter User Guide, (e) the late reclamation of any Check caused by the delay of another bank or financial institution, (f) Company's failure to accurately encode any Check in accordance with the requirements of section 4 of this Service Description, or (g) any breach by Bank of encoding warranties under the Uniform Commercial Code which is attributable to Company's failure to accurately encode any Check. Company acknowledges that this indemnification will survive termination of this Service.
6. **Survival.** Sections 5 and 6 will survive the termination of Service.

RECEIVABLES MANAGER SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Receivables Manager services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

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.

RETAIL IMAGE LOCKBOX SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Retail Image Lockbox service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

E-BOX[®] SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Box[®] service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

COMMERCIAL ELECTRONIC OFFICE® (“CEO”®) SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) *Commercial Electronic Office*® service (“Service”) and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services (“Master Agreement”);
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank’s *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

E-BILL EXPRESS SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Bill Express service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Services.** With the Service, Bank maintains a website in Company's name ("Website") through which (a) Company makes electronic Bills available to purchasers of Company's products and services (each purchaser is a "Customer"), and (b) Customers make payments to Company using the channels for making a payment (each, a "Payment Channel"; see section 3) and the method(s) Company offers (each, a "Payment Method"; see section 4). Bank credits Customers' payments to the account at Bank that Company enrolls in the Service ("Account"). The Service includes an Administrative Module through which Bank offers electronic reporting options relating to Company's Bills and its Customers' payments, all as detailed in Bank's User Guide for the Service. The specific Services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW").
3. **Payment Channels.** The Payment Channels Bank offers to Company are detailed in Bank's User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel. With the telephone Payment Channel, a Customer arranges for a payment by telephoning Company at a telephone number Company maintains. For all Customer payments made through the telephone Payment Channel, Company is required to enter information about the payment at the Administrative Module. With the IVR Payment Channel, Bank maintains a Company-specific toll-free number and Company branded greeting and prompts.
4. **Payment Methods.** The Payment Methods Company may make available to Customers are detailed in Bank's User Guide for the Service and may include debit and credit cards and electronic payments through the automated clearing house ("ACH"). The Service

Documentation includes, respectively, Bank's Payment Gateway User Agreement and ACH Origination Service Description, each of which in the event of a conflict between it and this Service Description will control over this Service Description. Bank may withdraw a Payment Method at any time.

5. **Information Reporting.** Information about Company's Bills and Customers' payments made through the Website, telephone and IVR Payment Channels is included in the information reporting available through the Administrative Module.
6. **Verification.** Bank will not verify the accuracy of Bills or its Customers' payment amounts made through any Payment Channel.
7. **Company's Privacy Policy.** Company will provide Bank with URL(s) hosted by Company for Bank's use at the Website. The URLs Company provides will direct Customers to Company's then-current privacy policy and terms of use. Company will maintain current versions of its privacy policy and terms of use.
8. **Licensed Marks.** Company grants to Bank a license to use the service marks, trademarks and or logos listed on Exhibit A (each, a "Licensed Mark") on the Website. Bank will not modify a Licensed Mark without Company's prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 thereof. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, Bank will discontinue use of all Licensed Marks.
9. **Company's Representations and Warranties.** Company represents and warrants to Bank:
 - (a) It will issue each Bill only for products or services actually provided to the Billed Customer and will retain each Bill for a minimum of two years from the date of the Bill;
 - (b) The billed amount will be the actual amount charged to the billed Customer for such products or services;
 - (c) Company is the sole owner of each URL Company provides to Bank pursuant to section 7 and each Licensed Mark;
 - (d) Company will maintain current versions of its privacy policy and terms of use at the URLs it provides to Bank; and
 - (e) Company has received a copy of Federal Reserve Board Regulation Reg E and will comply therewith at all times that Bank provides the Service.
10. **Survival.** Section 9 will survive termination of the Services.

WELLS FARGO REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION



(Wells Fargo Electronic Depositsm and Desktop Deposit[®])

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") remote deposit capture services (collectively, "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service;
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.; and
 - (f) the then-current Electronic Check Clearing House Organization Operating Rules and Commentary ("ECCHO Operating Rules").

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

ACH ORIGATION SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") ACH origination service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

SWIFT® FileAct. 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.

6.3. 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 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 File 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 Treasury Management Product Enrollment form.

- 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.

TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Target Balance Account service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

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.

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for **Proposal for Banking Services**. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) **Wells Fargo Bank, N.A.** ("Wells Fargo") is not acting as an advisor to **City of Riviera Beach** ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

INFORMATION REPORTING SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Information Reporting services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

IMAGE FILE IMPORT SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Image File Import service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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 WellsImage[®] 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.

STOPS—IMAGES—SEARCH {"SIS"}) SERVICE DESCRIPTION

This Service Description contains provisions which, in addition to the provisions contained in the Master Agreement for Treasury Management Services between Bank and Company (the "Agreement"), will govern the Stops—Images--Search {"SIS"} Service (the "Service").

- 1. The Service.** Company may, using a computer or a computer and browser acceptable to Bank, request stop payment orders on checks drawn on Company's deposit account(s) or Company's account(s) with another financial institution maintained in connection with the Controlled Disbursement Service (a "Controlled Disbursement Account") and, where applicable, request photocopies of checks that have cleared Company's deposit account(s) or Controlled Disbursement Account(s).
- 2. Stop Payments.**
 - 2.1 Requirements.** Bank may pay a check against Company's deposit account(s) whenever it is presented and without regard to its date. If Company does not want Bank to pay a check, it must place a stop payment order which is valid for the period specified when Company opened its deposit account and must be received within sufficient time for Bank to act.
 - 2.2 Limitations.** A stop payment order will be ineffective with respect to (a) a check deposited to an account at a Wells Fargo Bank if it cannot be charged back without creating an overdraft in that account, and (b) a check that was cashed by any Wells Fargo Bank. Company authorizes Bank to accept telephone stop payment orders from any person who Bank in good faith believes is acting on Company's behalf. In Texas, Company must confirm an oral stop payment order in writing.
- 3. Survival.** The provisions of this Service Description designated as Sections 2 and 3 will survive termination of the Service.

WELLSIMAGE® CD SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") WellsImage CD service ("Service") and includes:

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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) comply with 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 will use the Software in accordance the 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.

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.

CHEXSTOR[®] SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font, set against a black square background.

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

CHECK CASHING SERVICE DESCRIPTION

1. Introduction.

The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

- (a) this Service Description;
- (b) the Acceptance of Services or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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 in writing 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.

IMAGE POSITIVE PAY SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Image Positive Pay service ("Service") and includes:
- (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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.

PAYMENT AUTHORIZATION SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Payment Authorization service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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 "Payee") 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 Payees.
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 hypertext 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. IBM® Sterling Connect:Direct Secure Plus.** This transmission protocol is used to connect Company’s mainframe environment to Bank’s mainframe environment. Secure Plus 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 Plus are trademarks of Sterling Commerce, an IBM company.
- 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 Payee via fax or unencrypted e-mail is not secure. It will conclusively be deemed to have been received by the Payee 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 Payees, Bank will securely store Payee bank account and routing information provided by Company’s Payees. Company may select either of two options Bank offers for Payees to provide this information to Bank:
- 10.1. Non verified.** With this option, a Payee uses an online self-enrollment portal to provide Bank with Payee’s bank account and routing information. Bank will have no liability to Company or the Payee if any of this information is incorrect.
- 10.2. Verified/SAO Service.** With Bank’s Supplier Analysis and Onboarding (“SAO”) Service, Company provides Payee contact information to Bank. Bank uses this information to contact Payees about accepting Company’s payments by ACH credit entry instead of by check. Payees willing to accept ACH payments enroll at an online enrollment portal maintained for this purpose. Bank verifies the information the Payee provides and uses the information to set up the Payee to receive ACH payments. Bank will have no liability

to Company if a person Bank reasonably believes to have been authorized to act on Company's or the Payee's behalf (a) provides inaccurate information to Bank or (b) is not actually authorized to act on Company's or the Payee's behalf. Company will promptly notify Bank if Company receives information indicating a scheduled payment may have been misdirected.

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.

PREPAID CARD SOLUTIONS SERVICE DESCRIPTION



1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") prepaid card solutions service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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. 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 active, 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 Financial Protection Bureau, 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; (b) prohibiting discount in wages or laws relating to fee restrictions and (c) imposing 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.

SMART DECISION® SERVICE DESCRIPTION

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

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.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Stagecoach Sweep service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

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 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.

MASTER REPURCHASE AGREEMENT

The Wells Fargo logo, consisting of the words "WELLS" and "FARGO" stacked vertically in a white, sans-serif font on a black rectangular background.

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 PAYMENT GATEWAY SERVICE DESCRIPTION



1. Introduction. This Service Description is part of the Service Documentation governing Wells Fargo Bank, N.A.'s ("Bank") *Wells Fargo Payment GatewaySM* services ("Service"). "Service Documentation" is defined below and in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). "Company" is identified in the Acceptance (as defined below). The Service Documentation contains the terms governing this Service and includes:

- (a) this Service Description;
- (b) the Acceptance of Service ("Acceptance") or Treasury Management Product Enrollment form;
- (c) the Master Agreement for Treasury Management Services ("Master Agreement");
- (d) the account agreement governing the account(s) Company uses in connection with the Service; and
- (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office[®]* (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of, and agreement to be bound by, the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Payment Services. The Service is operated by Bank as a licensed reseller of CyberSource Corporation, a California corporation ("CyberSource"), and the products or services offered through this Service are provided to the Company as the end user person or entity. The Services shall include, but, not be limited to, a) payment processing services such as transmission of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved/declined), and the detailed reporting of those transactions for the viewing, managing and usage of merchants and b) all aspects of the user interface including the virtual terminal and hosted order page) ("Gateway Services" and together with the Service, the "Services"). CyberSource along with any other third party suppliers providing services related to the Gateway Services shall be collectively referred to as "Third Party Suppliers" herein.

3. Definitions. As used herein, the following definitions apply:

"Bank Parties" means Bank's and its affiliates' officers, directors, employees, shareholders, agents and attorneys.

"Claim" means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any

consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

"Company's Systems" means any web site(s) operated or maintained by Company or on Company behalf through which transactions are submitted for processing, and all of Company's other associated systems.

"Customer" means Company's customer who would like to provide payment for Company's goods or services.

"Documentation" means collectively, the operating instructions, user manuals, and help files, in written or electronic form, all as may be amended from time to time, and made available to Company by download, and that are intended for use in connection with the Gateway Services.

"Gateway API" shall mean the Gateway software, in object code form, that is licensed to Company under this Service Description, that formats, encrypts, and decrypts messages transferred between Company's Systems and Bank's systems during the course of Company obtaining Gateway Services.

"Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, worldwide.

"Pricing Schedule" means the document setting forth the fees payable by Company for use of the Services, which schedule shall be attached hereto as Exhibit A.

"Platform" means the Bank operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Service Description are provided.

"Supplemental Service Description" means any addendum hereto which sets forth the details, including any supplemental terms and conditions, related to any optional service obtained as part of the Gateway Services.

"Updates" means an embodiment of the Gateway API that provides enhancements and/or improvements.

4. Pricing. The Pricing Schedule is based on the transactional profile provided by Company. Company acknowledges that a variance between such profile and actual processing of transactions may result in Bank amending the Pricing Schedule. Company agrees that Bank may collect its fees under this Service Description in coordination with the provisions of Company's agreement with Company's payment processor. Company further agrees to establish a demand deposit account ("Account") with Bank. Company agrees that Bank may initiate ACH credits and debits to Company's Account (and to any successor account with Bank that Company may designate in writing) for the charges, fees, and/or other amounts due Bank for Gateway Services under this Service Description. Company further authorizes Bank to obtain and use information related to the Account, including collected balance reports, and to obtain and use any information deemed by Bank to be reasonably necessary to process debit and/or credit entries to the Account. Company will be liable to Bank for any collection costs or attorney fees that are incurred in the event action is taken by Bank to collect any past due fees under this Service Description.

5. License Grant.

5.1 Gateway API License. Subject to the terms of this Service Description, Bank hereby grants to Company and Company hereby accepts, a personal, limited, non-exclusive, non-transferable license and right to the Gateway API and accompanying Documentation during the term of this Service Description for the following purposes: (a) install and use the Gateway API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by Company) to use the Gateway Services for the purpose of selling products and services to Customers; and bi) use the accompanying Documentation solely for the purpose of installing and using the Gateway APIs; and (c) create a reasonable number of copies of the Gateway API and Documentation, with all copyright notices intact, for archival purposes only. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.

5.2 Documentation License. Subject to the terms and conditions of this Service Description, Bank hereby grants, and Company hereby accepts, a non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Service Description for the sole and limited purpose of supporting Company's use of the Gateway API and Service. Company shall strictly follow all Documentation provided to Company, as it may be amended from time to time by Bank, in its discretion. It is expressly understood that the licenses granted in this Service Description extend to Company's affiliates, Company's agents, and Company's sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users in order to assist Company in its purpose of selling products and services to Customers.

5.3 Use Restrictions. Company shall not, and shall not cause or permit any third party to: (a) use the Gateway API in any way, other than in accordance with this Service Description, the Documentation or as otherwise instructed by Bank in writing; (b) use the Gateway API or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Service Description; (c) disassemble, decompile, decrypt, extract, reverse engineer or modify the Gateway API, or otherwise apply any procedure or process to the Gateway API in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway API or any algorithm, process, procedure or other information contained in the Gateway API, except as otherwise specifically authorized in accordance with this Service Description; (d) provide the Gateway API or Documentation to any third party, other than to Company's authorized employees, agents, sub-agents and contractors who shall be subject to confidentiality obligations that are no less restrictive than the confidentiality provisions of this Service Description; (e) make any copies of the Gateway API or Documentation, except as is incidental to the purposes of this Service Description, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (f) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Gateway API or Documentation; (g) circumvent or attempt to circumvent any applicable security measures of the Gateway API; (h) attempt to access or actually access portions of the Service not authorized for Company's use; or (i) use the Gateway API for any unlawful purpose.

5.4 Ownership of Intellectual Property Rights.

(a) Gateway API. Bank and/or its licensors shall retain all right, title and interest in and to the Gateway API and Documentation, and any and all Intellectual Property Rights embodied therein or associated therewith, and Company shall have no rights thereto except as expressly set forth herein.

(b) Modifications and Derivative Works. Bank and/or its Third Party Suppliers shall own all right, title, and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateway API ("Derivative Works"), including any related Intellectual Property Rights,

regardless of which party creates or conceives of such Derivative Work. Company hereby irrevocably transfers, conveys and assigns to Bank in perpetuity all right, title, and interest in such Derivative Works, including without limitation all Intellectual Property Rights, including the right to make Derivative Works and collective works with respect thereto, it being understood, however, that Company has, and transfers, no rights with respect to Company's products (exclusive of the Gateway API and Derivative Works). Bank will have the exclusive right to apply for such Intellectual Property Rights as it wishes with respect to the Derivative Works. Company agrees to execute such documents, render such assistance, and take such other action as Bank may reasonably request, at Bank's expense, to apply for, register, perfect, confirm, and protect Bank's rights in the Derivative Works including (without limitation) an assignment of copyright. Without limiting the foregoing, Bank will have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Derivative Works. Company hereby waives any and all moral rights, including any right to identification of authorship or limitation on subsequent modification, that Company (or Company's employees, agents or consultants) has or may have in any Derivative Works. Company will not remove, modify, or obscure any copyright or other proprietary notices on the Gateway API or the Documentation.

5.5 Updates. From time to time Bank may, at its discretion, release Updates. In the event Bank so notifies Company of any such Update, Company shall integrate and install such Update into Company's systems within thirty (30) days of Company's receipt of such notice. Company acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Platform or any Gateway Services provided hereunder. Neither Bank nor its Third Party Suppliers will have any liability for Company's failure to properly install the most current version of the Gateway API or any Update, and Bank will have no obligation to provide support or services for any outdated versions.

5.6 Licensors. The licenses granted hereunder may be subject to other licenses currently held by Bank. Should any license held by Bank to certain technology or Gateway API be terminated or suspended, the corresponding license(s) granted to Company hereunder may also be terminated or suspended in the sole and absolute discretion of Bank. Company acknowledges and agrees to such potential termination or suspension and hereby waives any and all damages, whether actual, incidental or consequential resulting therefrom. If, pursuant to this Section, Bank terminates any license(s) granted to Company, Company shall have the right to terminate this Service Description immediately without penalty.

5.7 Export Compliance. Company agrees not to export or re-export the Gateway API or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Gateway API or underlying information or technology may be downloaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in a manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If Company has rightfully obtained the Gateway API outside of the United States, Company agrees not to re-export the Gateway API except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Company obtained the Gateway API. Company warrants that Company is not located in, under the control of, or a national or resident of any country or on any list as referenced in Sections 5.7(a) and (b).

5.8 Return/Destruction. Upon termination or expiration of this Service Description, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, Company shall either return to Bank or securely destroy the Gateway API and the Documentation, and shall so certify to Bank in writing.

5.9 No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.

5.10 Use of Transaction Data. As permitted by applicable law and regulations, Bank reserves the right to copy and distribute to third parties any information associated with Company's use of the Gateway API or Company's activities on the Service.

6. Service and Service Descriptions. In addition to use of the Service, Company may subscribe for use of optional Gateway Services, subject to Bank's approval. Bank shall provide such elected Gateway Services in accordance with this Service Description, and any terms or conditions applicable specifically to such Gateway Service(s) which are described in the applicable supplemental service description (each a "Supplemental Service Description"). Each Supplemental Service Description shall be effective with respect to Company, upon the earlier of: (a) Company's first use of the applicable Service; or (b) confirmation notice by Bank that Company has been approved for the Service and that the Service is now available to Company. Wells Fargo may terminate Company's rights to use a Gateway Service based on Company's failure to comply with this Service Description (which includes the applicable terms specific to such Service) without terminating this Service Description or other Gateway Services, however, a termination of this Service Description will terminate all Gateway Services.

7. Platform Matters.

7.1 Integration with Company's Systems. While Bank provides the Gateway API to Company, Company acknowledges that the Gateway API and/or hosted order page may by itself be insufficient to allow Company's Systems to function with the Platform. Programming, development and maintenance of Company's Systems and their functionality are Company's sole responsibility. Company has the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Company's Systems function correctly with the Platform and the Services contemplated hereunder ("Integration"). Company shall be responsible for all technical support for Company's Systems and Integration related issues. Company agrees that Company will use commercially reasonable efforts to complete the Integration as soon as possible. Company will be responsible for all of Company's own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Service Description, Company acknowledges that unless and until Company completes the Integration, no services need be provided by Bank to Company pursuant to this Service Description, except as otherwise specifically provided in Section 7.2 below. In addition, Company acknowledges and agrees that, even if Company has completed Integration, if Company has not entered into a valid merchant processing agreement with a processor acceptable to Bank, Company cannot receive payment processing services through the Service, and Bank shall not be obligated to provide, nor to arrange for the provision of, the Service.

7.2 Set-Up Assistance Services. Subject to Section 7.1 above, upon Company's request to Bank, and upon payment of any applicable Fees, Bank will provide Company with set-up services to assist with the Integration.

7.3 Shut Downs. Bank reserves the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or Gateway API upgrades; provided, however, that Bank will provide Company with commercially reasonable prior notification if Bank anticipates the need to shut down the platform for more than 1 hour.

7.4 Orders by Customers. Company is solely responsible for accepting, processing, and filling any orders for purchases by Company's Customers, and for handling any inquiries arising therefrom. Company shall use the highest standards in the industry in responding to complaints by Customers. Neither Bank nor its Third Party Suppliers will be responsible or liable for any unauthorized access to Company's data or Company's Systems by any means or device.

8. Security of Information.

8.1 Company warrants that Company will comply with all required security standards at all times during this Service Description. In Bank's sole discretion with regard to (a) and (b) below, any failure by Company to comply with all required security standards at all times during this Service Description: (y) will permit Bank to suspend the Service; and/or (z) shall constitute a material breach of this Service Description and Bank shall have the right to terminate this Service Description. Without limiting the foregoing, Company specifically agrees to comply with all Card Association Security Requirements including, without limitation, the Visa Customer Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), Payment Card Industry Data Security Standards (PCI), any other applicable Association requirements regarding data security, and any additional security requirements provided to Company from time to time by Bank. If any Bank security requirements provided to Company are changed, Bank shall provide Company with notice of such changed security requirements, and Company shall have thirty (30) days (or any other longer period as may be mutually agreed to between the parties in writing) to make the changes necessary to comply with the changes to such Bank security requirements.

8.2 Bank shall be responsible for the security of data once it becomes part of the Service, and shall comply with applicable laws and Card Association requirements as they relate to the security and processing of this data. Data will become part of the Service when it has been received by Bank from Company's systems, and data will cease to be part of the Service when it has been received by the processor from Bank.

9. Privacy. Company agrees that, during the term of this Service Description, Company will adequately communicate and comply with an appropriate privacy policy explaining Company's online collection and use of the personal information of Company's Customers ("Privacy Policy"). Unless required by law, by Bank Card Association Rules, or done pursuant to this Service Description, Company shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any Customer's account information, transaction information, or other personal information to any third party. Company shall store all data securely.

10. Audit Rights. Upon commercially reasonable advance notice to Company, Bank may audit Company's usage, records and security of the Gateway API, Company's Customer's payment processing information, and the Gateway Services provided hereunder to ensure that (a) Company is using the Gateway API and the services in full compliance with the provisions of this Service Description; (b) all applicable fees have been paid by Company; (c) Company is adhering to Company's Privacy Policy; and (d) Company is in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at Company's offices and shall not interfere unreasonably with Company's business.

11. Legal Responsibility.

11.1 Indemnification. Company shall indemnify, defend, and hold harmless all Bank Parties from any Claim(s) arising from the conduct of Company's business, any transactions submitted using the Service hereunder for payment processing, any false or inaccurate representation made by Company or the negligence, fraud, dishonesty or willful behavior of any of Company's employees or agents, or from Company's failure to strictly comply, in whole or in part, with any: (a) terms and conditions pursuant to this Service Description and any addenda hereto or Documentation; or (b) applicable law, regulations or rules. Upon written notice from Bank to Company, Company shall immediately undertake the defense of such Claim by representatives of Company's own choosing, subject to Bank's reasonable approval.

11.2 IP Infringement. If the Service (or any part thereof) is claimed, or is adjudicated, to be infringing any patent, copyright or any other intellectual property right of any third party, Bank, at its option and own expense, may take one or more of the following actions:

- (a) secure for Company the right to continue using the Service at no additional charge to Company;
- (b) replace or modify the Service to make them non-infringing without material reduction of functionality; or
- (c) terminate this Service Description or any applicable Gateway Service.

Bank (or its Third Party Suppliers) shall have no liability for any claim of infringement based on (a) products or services of Bank (and/or its Third Party Suppliers) which have been modified by parties other than Bank (or its Third Party Suppliers); (b) Company's use of the Service and/or any Gateway Services in conjunction with data where use with such data gave rise to the infringement claim; (c) Company's failure to install Updates, upgrades or patches provided by Bank (or its Third Party Suppliers) where such Updates, upgrade or patch would have removed the infringing condition; or (iv) Company's use of the Gateway Services with software or hardware not authorized by Bank (or its Third Party Suppliers), where such use with such other software or hardware gave rise to the infringement claim.

THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE LIABILITY OF BANK AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO COMPANY AGAINST BANK IN THE EVENT OF SUCH ACTION OR THREATENED INFRINGEMENT.

12. Limitation of Liability.

12.1 General Limitations. Neither Bank nor its third party suppliers shall be liable for the merit and legitimacy of the orders forwarded by Company. All liability for validity of orders remains with Company. Neither Bank nor its Third Party Suppliers shall be responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from Company's actions. Neither Bank nor its Third Party Suppliers shall be liable to Company or Company's Customers for the accuracy of the information provided by the Service or use of the Gateway Services.

12.2 Special Damages. In no event shall Bank or its Third Party Suppliers be liable to Company, or to any other person or entity, under this Service Description, or otherwise, for any punitive, exemplary, special, indirect, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.

12.3 Maximum Liability. Notwithstanding anything to the contrary contained in this Service Description, in no event shall Bank or its Third Party Suppliers' liability under this Service Description for all Claims arising under, or related to, this Service Description exceed, in the aggregate (inclusive of any and all Claims made by Company against Bank and/or its Third Party Suppliers, whether related or unrelated) the total amount of fees paid by Company for the Gateway Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred.

12.4 Other Damages. In addition to the limitation of liability provisions set forth herein, neither Bank nor its third party suppliers will be liable for any Claims under this Service Description arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Gateway API, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond Bank's reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by Company or

Company's Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or Gateway API errors or fault or Company's or Company's Customer's erroneous input.

13. DISCLAIMER OF BANK WARRANTIES. COMPANY ACKNOWLEDGE AND AGREE THAT THE USE OF THE WELLS FARGO PAYMENT GATEWAYSM, GATEWAY SERVICES AND THE GATEWAY API ARE AT COMPANY'S SOLE RISK. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SERVICE DESCRIPTION, THE GATEWAY API, THE DOCUMENTATION, THE GATEWAY SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY BANK, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE GATEWAY API) WILL (1) MEET COMPANY'S REQUIREMENTS; (2) OPERATE ACCORDING TO COMPANY'S EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. NEITHER BANK NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS. ANY AND ALL SUCH WARRANTIES DESCRIBED IN THIS SECTION ARE EXPRESSLY DISCLAIMED BY BANK AND ITS THIRD PARTY SUPPLIERS AND ARE WAIVED BY COMPANY. BANK AND ITS THIRD PARTY SUPPLIERS DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL GATEWAY API AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE SERVICE DESCRIPTION. All decisions to reject any processing transaction or payment for Company's products or services are solely Company's responsibility.

14. Company's Warranties. Company warrants all of the following: (a) All representations and statements made in this Service Description and any other related document, by Company or on Company's behalf are true, accurate, and complete in all respects and Company hereby authorizes Bank to verify and confirm all information provided herein by any means at its disposal; (b) Company is engaged in a lawful business, which includes the sale of merchandise and/or services and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which Company operates; (c) Company shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with Company's obligations under this Service Description; (d) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Service Description and the rights and obligations herein; (e) That Company will process Company's card transactions with a Bank approved card transaction processor ("Processor"); throughout the term of this Service Description; (f) That Company's election to purchase optional Gateway Services (other than access to the Service itself) may require Company to sign additional agreements, which agreements will be provided to Company prior to the purchase of such Gateway Service; (g) That Company shall be responsible for any fines, penalties, fees or assessments imposed by a Bank Card Association based upon Company's (1) use of the Service or (2) noncompliance with a Bank Card Association's rules or requirements; (h) That Bank may use subcontractors to provide some or all of the Service, and shall have the right to terminate or retain subcontractors in Bank's sole discretion; (i) That Company's installation, configuration and use of the Gateway Services shall conform to specifications set forth in the Documentation; (j) That Company shall bear (1) all collection risk (including without limitation, credit card fraud and any other type of fraud) with respect to sales of its products; and (2) all responsibility and liability for the proper payment of all taxes that may be levied or assessed (including without limitation, sales taxes) in respect of sales of its products; (k) That Company shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to Bank (or its third party suppliers) for the purpose of providing the Gateway Services; and (l) that in the event of a conflict between the terms of a Supplemental Service Description and this Service Description, the terms of the Service Description shall govern.

15. Notices. Company agrees to notify Bank of any change in Company's name, type of business, or any other information required on Company's merchant processing application at least thirty (30) business days prior to the effective date of the applicable change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's last known address or number, and shall be: (a) if sent by Bank, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (b) if sent by Company, certified or registered mail, postage prepaid return receipt requested. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein. Until changed by subsequent written notice to Company, Bank's address for notices under this Section shall be: Wells Fargo Bank, 1200 Montego Way, Walnut Creek, CA 94598, Attn: Merchant Services.

16. Force Majeure. Bank shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether Gateway API, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond the control of Bank.

17. Survival. Upon termination or expiration of this Service Description, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 5.4, 5.6, 5.9, 5.10, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive the termination or expiration of this Service Description. All representations, warranties, indemnities and covenants made herein shall survive the termination or expiration of this Service Description and shall remain enforceable after such termination or expiration.

Electronic Commerce Services

Invoice Manager

Reduce costs, improve efficiencies, and maximize your company's working capital automated accounts payable processes with the Wells Fargo Invoice Manager service.

With completely paperless invoice processing, access to our no-cost supplier community, and optional electronic payment and remittance services, you can streamline invoice processing, improve accuracy, capture early-pay discounts, and free staff time for value-added activities. Invoice Manager enhances overall enterprise effectiveness and profitability.

Invoice Manager offers:

Flexible invoice capture options. Invoice Manager supports electronic invoice receipt in a variety of methods, including back-end integration with accounting systems for high volume suppliers, file upload, flipping purchase orders or online entry via a web portal. Invoice Manager can also support paper invoice submissions through our invoice conversion service.

Greater efficiency for lower costs. Invoice automation reduces your processing costs on every invoice by standardizing data from various sources into a uniform, paper-free workflow. By capturing invoices electronically, Invoice Manager eliminates the time and errors that occur when staff need to manually key in data. Invoice Manager also accelerates invoice routing and approval, as well as reduces processing times so that you can take advantage of early-pay discounts.

Easy supplier communication and onboarding. Invoice Manager is designed to accommodate the needs of all your suppliers, from the independent business person to Fortune 100 companies. Electronic invoicing (e-invoicing) is free for your suppliers. It connects your organization with domestic and global suppliers through our supplier community. With participating suppliers in 170 countries and in 22 languages, this collaborative environment lets you capture and consolidate invoice traffic for maximum efficiency.

A supplier community simplifies dispute resolution by giving suppliers full visibility into invoice and payment status for improved tracking and forecasting. By using our advanced online invoicing portal, companies can process invoices electronically, make changes, and track payments, all while eliminating phone inquiries, data entry, filing, and scanning documents. The solution is secure, efficient, easy to use, and will add value to your organization accounts payable department.

Enhanced working capital management. Invoice Manager reduces invoice approval time so you can capture existing discount terms, as well as delivers flexible dynamic discounting options that allow you to maximize cash flow. The Invoice Manager service offers two types of dynamic discounting: "early pay" and "auto-slope." Early pay enables you to proactively propose early payment discounts to suppliers when none are available. Auto-slope provides a discount opportunity when discount term dates have been missed, but you want to pay before the net term. Both options provide the ability for you to change the standard terms on an invoice by invoice basis to accelerated payments.

With Dynamic Discounting, you determine the discount rate you would like to receive from your suppliers. The supplier gets maximum flexibility and you always get the appropriate base discount rate your company needs.

Purchase order (PO) processing. Standard and blanket POs can be delivered to suppliers via Invoice Manager. Invoice Manager ensures that each invoice matches contracted PO pricing and quantities, eliminating the need for time-consuming manual verifications. Smart functionality reduces invoice errors, overpayments, and duplicate payments.

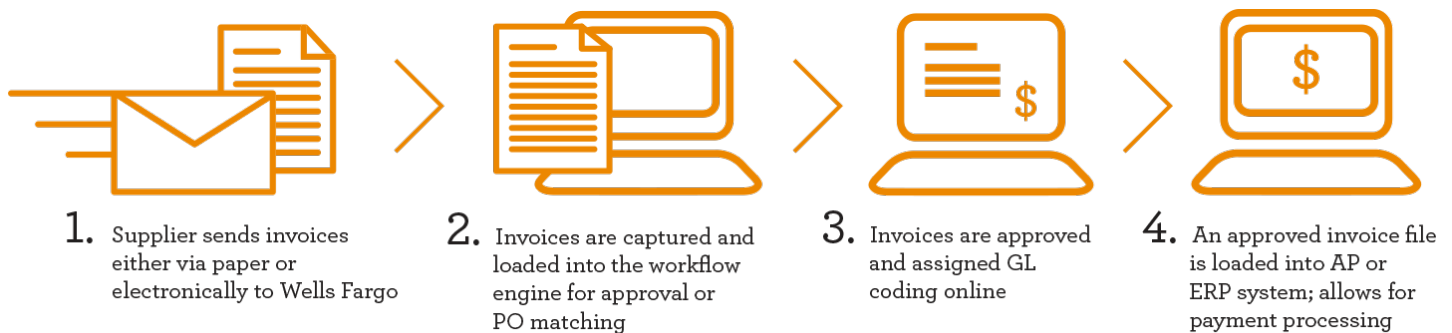
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Seamless invoice processing. Invoice Manager simplifies the entire workflow — including approvals, exception handling, tracking, and reporting — and frees accounts payable staff to focus on key strategic activities. Our automated routing can be interfaced with your management systems to maintain up-to-date information and ensure approval hierarchies and approver information are always accurate. The end result is that the e-invoice goes directly to approvers and not to the payables department.

Invoice Manager handles two- and/or three-way matching, discount capture, contract capabilities, and payment integration. Powerful functionality reduces the risk of overpayments and duplicate payments, and creates documentation and audit trails needed for Sarbanes-Oxley compliance.

Total payables solutions. Combine Invoice Manager with the Payment Manager® service from Wells Fargo for an even more efficient electronic payment stream from invoice presentment through payment. Automating payments can improve operational efficiency, raise credibility among suppliers, and open up new opportunities to negotiate discounts. Converting to electronic payments eliminates the cost, risk, and excess time involved with paper checks.

How the Invoice Manager service works:



Step 1: Your suppliers send their invoices — in one of many paper or electronic format options — to the supplier community for processing. You can also deliver purchase orders to your suppliers for order fulfillment and invoice creation.

Step 2: Wells Fargo captures each invoice and verifies that required data is complete.

Step 3: Depending on your processes, invoices are either routed directly to your AP system for validation, or you can use the online workflow management tool for invoice routing and approvals.

Step 4: Invoices are scheduled for payment within your AP system, leveraging your existing payment methods.

Step 5: Remittance information is posted online for suppliers to view and download.

For more information on Invoice Manager, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Wells Fargo Print services

Reduce postal expenses, improve cycle time, and maximize the effectiveness of your recurring customer mailings with expert strategy and execution from Wells Fargo Print services

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 monthly invoices, statements, and customer communications quickly, accurately, and cost-effectively.

Wells Fargo Print services offers:

Proven capabilities. State-of-the-art 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 percent 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.

Multiple postage options. Fund your postage with your house account, or use Wells Fargo's permit and settle postage with monthly billing.

Fast, flexible inserting. From standard #10s up to flat 9x12" envelopes, our intelligent inserters can handle up to eight inserts per package; dynamically insert based on specific customer segments; and fold, insert, and meter inline for optimal speed.

Electronic bar coding of materials, tracking of all pieces against a data file, and rigorous quality control enable near 100 percent accuracy of pages.

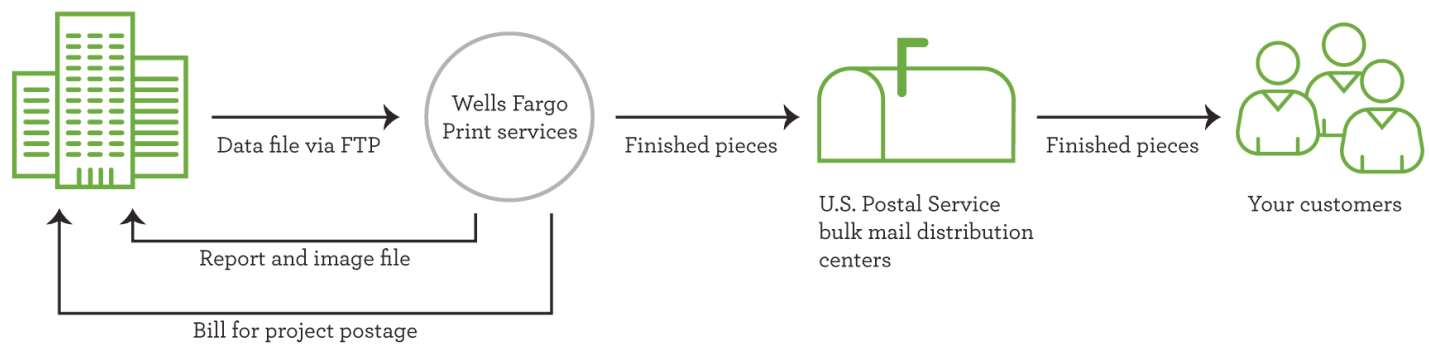
Inventory and activity visibility. A dedicated account manager keeps detailed project information at your fingertips. Regular reports and control logs detail daily activity, inventory levels, accuracy, and mail-out commitments.

Project imaging. Support your customer service team with access to image files of all mailed materials via CD/DVD-ROM, transmission to your internal archive, or our online image viewer, Print2Electronic.

Complete security and redundancy. Mitigate risk and support business continuity with access to multiple facilities across the U.S. with fully redundant connections and servers. Our sites adhere to stringent security and disaster recovery policies, so you can be confident in our handling of your sensitive data and communication needs.

continued

How Print services works:



Wells Fargo processes your data file, and then executes required printing, inserting, addressing, postage application, and quality control. The scalable infrastructure and established processes at Wells Fargo Print services let us complete your file processing and mailing — large or small — within 48 hours.

For more information on Wells Fargo Print services, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.

Depository services

SafeVantage[®]

Helping you receive credit for deposits faster and reduce the risk of fraud and theft while lowering costs and streamlining deposit processes

Take advantage of the Wells Fargo coast-to-coast cash vault network to receive provisional, expedited credit on all your cash deposits. The *SafeVantage* service from Wells Fargo provides provisional daily credits to your bank accounts without daily armored pickups and may accelerate cash flow improving access to working capital. A safe is installed in each of your locations. The safe is equipped with bill validators and counterfeit detection technology. The safe accepts deposits, provides a final count of all cash deposited, and transmits that information to Wells Fargo. All such deposit transactions are captured and passed through the standard Wells Fargo reporting channels to facilitate reconciliation.

Our *SafeVantage* service includes:

Expedited credit. Get provisional expedited credit and faster access to working capital for all cash deposits made through the safe's currency acceptors without being dependent upon daily armored carrier pickup.

Provisional expedited credit options include:

- **Standard Deposit Credit:** Next business day credit by end of day. These transactions are viewable on Previous Day Reporting services.
- **Premium Intraday Deposit Credit¹:** Next business day credit by 8:00 a.m. local time. Deposits made through the intraday process can be viewed on Intraday Deposit reporting in addition to the standard Previous Day reporting services.

Improved store security and employee safety. Employees are safer when cash is stored in the safe. Once the money goes into the safe, employees never handle it again. This service also eliminates employee trips to the bank.

Easy reconciliation. All *SafeVantage* transactions flow through the standard Wells Fargo information reporting channels, including BAI file transfers and the *Commercial Electronic Office*[®] (CEO[®]) portal. Wells Fargo offers a suite of reports that provide detailed information about your deposits and coin/currency orders. You can search for information by account number, location number, date range, and dollar amount.

¹Available to customers who contract with Loomis.

Reduced risk of fraud and theft. Since funds deposited through the *SafeVantage* service are tracked by point-of-sale (POS) systems, you know that the store cash sales totals shown on the POS system should equal the amount deposited through the safe currency acceptors. The *SafeVantage* system allows you to access data at a store or employee level, increasing control and providing an audit trail.

Lower transportation, processing, and supply costs. Deposits are credited to your account through an electronic data transmission from the safe. This reduces the number of armored car pickups, trips to the bank, deposit bags and tickets you need—as well the costs associated with them.

Increased efficiencies. With cash simply deposited into the safe, your employees can focus on customer and business needs instead of spending time handling cash, preparing deposits, and making trips to the bank.

Full integration with the cash vault network provided by Wells Fargo. Wells Fargo offers a nationwide network of cash vault services from California to New York, Minnesota to Texas and Florida, allowing you to make deposits securely, efficiently, and conveniently. You also receive access to all cash vault services, including information reporting and touch-tone, online, and transmission order services.

Flexibility. You may select from a variety of safe models to meet the size requirements of your locations and suit your business processes.

*For more information on the *SafeVantage* service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.*

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VIRTUAL LOCKBOX SERVICE DESCRIPTION

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Virtual Lockbox service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office[®] (CEO[®]) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO[®] portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Paper Items and Electronic Items.** As used in this Service Description, the term "Paper Item" means an Item that is in paper form, and "Electronic Item" means the electronic image of the front and back of each Paper Item and other information captured from the Paper Item. The term "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 automated clearing house ("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. For purposes of this Service Description, an Electronic Item is deemed to be an "item" for purposes of the Uniform Commercial Code.
3. **Description of Service.** The Service enables Company to create electronic images of certain Paper Items as well as coupons, invoices, correspondence, envelopes and other documents Company receives in connection with a Paper Item (collectively "Remittance Materials") and transmit those images and other information including without limitation MICR data in an electronic file ("Electronic File") to Bank for review and processing. Bank will process the images, performing data capture and editing functions, as appropriate, according to Bank's processing procedures and Company's instructions, and will electronically transmit images and

data to Company and disposition Electronic Items for credit to Company's deposit account at Bank ("Account") in accordance with this Service Description.

- 4. Creating Electronic Items and Transmitting Company's Electronic File to Bank.** To create electronic images and Electronic Files, Company will utilize Bank's Commercial Electronic Office[®] ("CEO"[®]) internet portal in combination with Bank-provided software and Bank-certified or approved hardware, subject to the other terms of this Service Description. Company is responsible for ensuring that its own hardware and software properly combine with the Bank-provided software and Bank-certified or approved hardware to generate Electronic Items and Electronic Files that meet Bank's then current standards and specifications. Company will transmit its Electronic Files to Bank through CEO.
- 5. Processing Company's Electronic File.** Bank will review each Electronic Item included in an Electronic File and process the Electronic Items Bank determines are eligible for processing on the Business Day Company transmits the Electronic File to Bank, if Bank receives the Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day (as defined in Bank's Commercial Account Agreement) and on the next Business Day if Company transmits the Electronic File to Bank after Bank's Cut-Off Time. Bank's processing will include data capture of the dollar amount of each Paper Item, along with data entry related to Remittance Materials, as specified by Company and accepted by Bank (including, for example, invoice amount and payer).
- 6. Application of Company's Business Rules.** To the extent that Company has provided Bank in advance with a set of business rules to apply during the processing of Company's Electronic Files ("Business Rules"), and Bank has accepted such rules, Bank will apply them to each Electronic File which Company submits for processing. Examples of Business Rules which Bank may apply during processing include (i) MICR Match, (ii) comparing data keyed by Bank against a key validation file, (iii) comparing Electronic Items against a "stop file" provided by Company and rejecting matching items for further processing or deposit, and (iv) accepting or rejecting Electronic Items for further processing or physical deposit based on a specified dollar threshold.
- 7. 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) is identified as an Electronic Item to be rejected for further processing or physical deposit based on Bank's application of the Business Rules. Each Business Day that Bank identifies one or more Exception Items, Bank or its subcontractor will make available to Company through the Website a report identifying such Exception Items ("Exception Item Report" or "Reject Log"). Company is responsible for reviewing each Exception Item Report in a timely manner and arranging for the timely disposition of each Exception Item (whether through recapture or physical deposit) outside the process available in connection with the Service. 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 15 of this Service Description.

- 8. Presentment of Electronic Items.** For each Electronic Item Bank determines is eligible for further processing and deposit to Company's Account, Bank will:
- 8.1.** create a substitute check as defined in Bank's Commercial 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 Paper Item is payable (each, the "Paying Bank");
 - 8.2.** include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
 - 8.3.** post any Electronic Item for which Bank is the Paying Bank.
- 9. Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to Company's Account (a) on the Business Day Bank processes the Electronic Item (b) at the Bank office where Company's Account is maintained. Funds from accepted 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.
- 10. Access to Lockbox Images.** The Service will allow Company to enter a website hosted by Bank or one of its subcontractors (the "Image Archive Website") for the purpose of (a) accessing archival images of Electronic Items or Remittance Materials processed using the Service, and (b) if such option is available to Company, giving Bank or its subcontractor certain types of instructions with regard to the processing of such Electronic Items or Remittance Materials. 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.
- 11. Use of Websites.** The Virtual Lockbox Website and Image Archive Website are each hereinafter referred to as a "Website" and collectively as the "Websites". Company agrees to use each Website only in accordance with this Service Description, Bank's General Terms of Use posted from time to time on its "wellsfargo.com" website, and any notices and information posted on the Website. Each person authorized by Company to enter a Website (a "User") must also accept any "terms of use" for the Website which appear on the Website when the User initially logs on.
- 12. Security Procedures.**
- 12.1.** Upon request by Company, Bank or its applicable subcontractor will provide Company with (in Bank's discretion) either a single-factor or multi-factor authentication compliant access method (which may consist of a combination of user names, passwords, passphrases, digital certificates and/or tokens, each hereinafter an "Identity Credential") for each User, to be used whenever the User enters the applicable Website.
 - 12.2.** It is Company's responsibility to ensure that any Identity Credentials are known to, and used only by, persons who have been properly authorized by Company to access the applicable Website and use the Service through the Website.
 - 12.3.** FAILURE TO PROTECT IDENTITY CREDENTIALS 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 COMMUNICA-

TIONS TO, OR RECEIVE INFORMATION AND COMMUNICATIONS FROM, BANK OR (4) ACCESS COMPANY'S ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO A WEBSITE, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICE, THROUGH COMPANY'S IDENTITY CREDENTIALS 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 IDENTITY CREDENTIALS. 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 applicable Website immediately for each User who stops being a User, and (c) protecting Identity Credentials from unauthorized access.

12.4. Company agrees to notify Bank immediately when Company becomes aware of any loss or theft of, or any unauthorized use of, any Identity Credentials. Company also agrees to notify Bank immediately when Company becomes aware of any unauthorized entry into a Website.

13. Use of Certain Software to Access a Website. In using a Website, Company may be transmitting and/or receiving financial and other data as well as electronic messages directly to or from Bank or one of Bank's subcontractors 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 a 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 prescribed by Bank or its subcontractor that support such protocols.

14. Restricting or Terminating Access to a 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 any of its subcontractors will in any way be obligated to permit Users access to the Service through a 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 commercially reasonable efforts to enable Company to utilize other standard deposit and treasury management services offered by Bank which are not dependent on Website access in an attempt to replicate the functionality of the Service as near as reasonably possible using such alternative services. Neither Bank nor its subcontractor will have any liability to Company for any losses or damages Company may suffer or incur as a result of any such termination.

15. Company's Representations and Warranties. Company represents and warrants to Bank Company will:

15.1. use the Service only for Paper Items payable to or endorsed for deposit by Company;

- 15.2. transmit to Bank only Electronic Items suitable for processing including without limitation legible Electronic Items containing machine-readable MICR data;
 - 15.3. not transmit to Bank any Electronic Item that duplicates an Electronic Item previously transmitted to Bank or that did not originate as a Paper Item;
 - 15.4. 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);
 - 15.5. not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original 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; And
16. **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 16, "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:
- 16.1. 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;
 - 16.2. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
 - 16.3. 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
 - 16.4. Bank presenting an Electronic Item to the Paying Bank for payment.
17. **Limitation of Liability.** In addition to any 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 8 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.** 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 15 or 16 of this Service Description.
19. **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.
20. **Bank's Authority Under FIL-4-2009.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements with RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice 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.
21. **Survival.** Sections 12, 14, 15, 16, 17 and 21 of this Service Description will survive termination of the Service.

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